

INDIANA FINANCE AUTHORITY
REQUEST FOR QUALIFICATIONS
TO DESIGN AND BUILD
THE
SHERMAN MINTON CORRIDOR PROJECT
THROUGH A
PUBLIC-PRIVATE AGREEMENT

Issued: October 25, 2019

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TABLE OF CONTENTS

PART A	1
1. EXECUTIVE SUMMARY / INTRODUCTION.....	2
1.1. Overview of the Opportunity	2
1.2. Definitions and Interpretation	2
1.3. Procurement Model	2
1.4. Project Goals	3
1.5. Procuring Agency, Key Stakeholders	3
1.6. Procurement Process	4
1.7. RFQ and Overall Procurement Schedule.....	4
2. THE PROJECT AND DESIGN-BUILD CONTRACTOR RESPONSIBILITIES.....	6
2.1. Project Description.....	6
2.1.1. Overview	6
2.1.2. Project Design Features	6
2.1.3. Prequalification Categories.....	7
2.1.4. Project Office.....	10
2.2. Environmental Status of Project.....	10
2.3. Permitting.....	11
2.4. Right-of-Way Acquisition.....	11
2.5. Site Conditions and Special Requirements.....	11
2.5.1. Other Major Projects.....	11
2.5.2. Geotechnical	12
2.5.3. Utilities.....	12
2.5.4. Hazardous Materials.....	12
2.5.5. Hydrology	13
2.5.6. Noise Analysis/Abatement.....	13
2.5.7. Historic	13
2.5.8. Aesthetics and Landscaping.....	13
2.5.9. Tree Clearing.....	13
2.5.10. Other Due Diligence Activities	13
2.6. Third Parties	14
2.6.1. Railroad Companies.....	14

2.6.2.	Utility Companies	14
2.6.3.	Governmental Agencies, Key Stakeholders Coordination	14
2.7.	Design and Construction Standards	14
2.8.	Maintenance During Construction; Design-Build Contractor Warranties;. 15	
2.9.	Parent Guaranties.....	15
3.	PROJECT PROCUREMENT AND FINANCING.....	16
3.1.	Design-Build Contract Through a PPA	16
3.2.	Payment Structure	16
3.3.	Federal Requirements	16
4.	NATURE OF THE AGREEMENT/CONTRACTUAL RELATIONSHIP	17
4.1.	Overview.....	17
4.2.	Wages.....	17
4.3.	DBE Requirements	17
4.4.	Performance Security, Insurance and Indemnity	17
5.	DESCRIPTION OF PROCUREMENT PROCESS.....	19
5.1.	Statutory Authority	19
5.2.	Overall Process	19
5.3.	Payment for Work Product.....	20
5.4.	Questions and Requests for Clarification or Interpretation; Addenda	20
5.5.	Project Documents	22
6.	SOQ CONTENT AND SUBMITTAL REQUIREMENTS.....	23
6.1.	General.....	23
6.2.	Format	23
6.3.	Contents and Organization	24
6.4.	SOQ Submittal Requirements.....	25
7.	EVALUATION PROCESS AND CRITERIA	26
7.1.	SOQ Evaluation Procedure.....	26
7.2.	Responsiveness	26
7.3.	Pass/Fail Evaluation	27
7.4.	Qualifications and Approach Evaluation Criteria and Weighting	28
7.4.1.	Proposer Structure and Experience (80 Points Maximum).....	29
7.4.2.	Approach to Project (20 Points Maximum)	29

7.5.	Changes in the Approach to the Project	30
7.6.	Changes in Proposer Organization	30
7.7.	RFP Procedure and Evaluation	31
8.	COMMUNICATIONS, PUBLIC INFORMATION AND ORGANIZATIONAL CONFLICTS OF INTEREST.....	32
8.1.	Improper Communications and Contacts.....	32
8.2.	Confidentiality and Disclosure of SOQs.....	34
8.2.1.	Public Records Act	34
8.2.2.	IFA Obligations During Discussions or Negotiations	35
8.3.	Organizational Conflicts of Interest	35
8.4.	Limitations on Proposer Team Membership	38
8.4.1.	Prequalification and Licensing Requirements.....	38
8.4.2.	Participation on More Than One Proposer Team	39
8.5.	Land Acquisition within the Project Right-of-Way	39
9.	PROTEST PROCEDURES; DEBRIEFINGS	40
9.1.	Applicability.....	40
9.2.	Required Early Communication for Certain Protests	40
9.3.	Deadlines for Protests.....	40
9.4.	Content of Protest.....	41
9.5.	Filing of Protest.....	41
9.6.	Comments from Other Proposers	41
9.7.	Burden of Proof.....	41
9.8.	Decision on the Protest.....	41
9.9.	Protestant's Payment of Costs.....	42
9.10.	Rights and Obligations of Proposers	42
9.11.	Debriefings.....	42
10.	RESERVED RIGHTS	44
	PART B	1
	Statement of Qualifications	1
	SOQ CONTENTS – Volume 1	1
1.	GENERAL	1
2.	Proposer and Team Structure and Experience.....	2

2.1.	Proposer	3
2.2.	Equity Members.....	3
2.3.	Major Participants and Other Team Members	3
2.4.	Teaming.....	4
2.4.1.	Proposer and Team Structure	4
2.4.2.	Prior Teaming.....	4
2.5.	Relevant Experience.....	5
2.5.1.	Minimum Qualifications	5
2.5.2.	Experience	5
2.6.	Form B-1, Organizational Charts and Key Personnel Resumes	6
2.7.	Proposer Legal Information.....	9
2.7.1.	Legal Issues	9
2.7.2.	Legal Liabilities.....	9
2.7.3.	Legal Proceedings.....	10
3.	Approach to Project.....	11
4.	Additional Materials	12
4.1.1.	Forms B-2 and C	12
4.1.2.	Certificate of Pre-Qualification Materials	12
4.1.3.	Form D	12
4.1.4.	Form F.....	12
	SOQ CONTENTS – Volume 2	13
	Section A Financial Statements	13
	Section B Material Changes in Financial Condition	14
	Section C Financially Responsible Party Letter of Support	16
	Section D Off-Balance Sheet Liabilities.....	17
	Section E Surety Letter	17
	PART C FORMS AND EXHIBIT.....	1
	FORM A TRANSMITTAL LETTER.....	2
	FORM B-2 INFORMATION REGARDING PROPOSER, EQUITY MEMBERS, MAJOR PARTICIPANTS AND FINANCIALLY RESPONSIBLE PARTIES	7
	FORM C CERTIFICATION.....	10
	FORM D ENTITIES PREQUALIFIED FOR SPECIFIC WORK TYPES	14

FORM E PROJECT INFORMATION.....	15
FORM F	17
CURRENT CONTRACTUAL OBLIGATIONS.....	17
EXHIBIT A SOQ SUBMITTAL OUTLINE	22

PART A

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1. EXECUTIVE SUMMARY / INTRODUCTION

1.1. Overview of the Opportunity

The Indiana Finance Authority (“IFA”) is pleased to present this Request for Qualifications (“RFQ”) to prospective entities or groups of entities (the “Proposers”) interested in submitting statements of qualifications (“SOQs”) to design and build the Sherman Minton Corridor Project (the “Project”) in Floyd County, Indiana and Jefferson County, Kentucky, through a public-private agreement (the “PPA”) with IFA.

The Project involves rehabilitation of the I-64 Sherman Minton Bridge over the Ohio River and the associated Indiana and Kentucky approach bridges with the goal of extending the service life of the structures by at least 30 years. The Project will require construction zones with temporary lane/ramp closures and may potentially require detours for temporary, full restrictions or closures during construction. To make maximum use of these temporary restrictions and closures and to ensure maximum mobility for the traveling public, the Project will include deck overlay work on the I-64 bridge over Cherry Street, along with painting of the I-64 eastbound bridge over Market Street in New Albany, Indiana. Some surface street work will also be part of the Project, including Hot Mix Asphalt (HMA) overlay and preventative maintenance work on West 5th Street, West Spring Street and West Elm Street, all near the I-64 ramps in New Albany, Indiana. The interstate construction limits of the Project are generally from the I-64/I-265 interchange in Indiana to the I-64/I-264 interchange in Kentucky, for a total of approximately three miles. A general map of the Project can be found on the procurement website: <https://www.in.gov/ifa/3037.htm> (the “Procurement Website”).

I-64 is a non-tolled highway, as is the Project.

1.2. Definitions and Interpretation

Initially capitalized terms are defined in the body of this RFQ.

Use of the term “include,” “includes” or “including” should be read as if followed by the words “without limitation” or “but not limited to,” as the case may be.

Days shall mean calendar days unless otherwise expressly indicated herein.

1.3. Procurement Model

It is anticipated that Design-Build Contractor will design and build the Project for a lump sum price, payable as progress payments based upon an agreed schedule of values. IFA and the Indiana Department of Transportation (“INDOT”) are committed to improving mobility in the region and using project delivery methods that provide overall

best value to the citizens of the State of Indiana (the “State”), including the use of design-build best value (“DBBV”) projects through a PPA.

1.4. Project Goals

Goals for the Project (which are not listed in order of importance) include:

(a) Rehabilitate the deteriorating I-64 Sherman Minton Bridge over the Ohio River and the associated Indiana and Kentucky approach bridges with the goal of extending the service life of the structures by at least 30 years.

(b) Maintain and maximize access across the I-64 Sherman Minton Bridge and the associated approach bridges in both directions throughout construction. Minimize impacts, minimize ramp closures, and maintain access to the communities on each side of the river.

(c) Minimize the overall duration of construction.

(d) Rehabilitate the structure carrying I-64 over Cherry Street by means of bridge deck overlays.

(e) Paint the structure carrying I-64 eastbound over Market Street in New Albany, Indiana.

(f) Provide HMA overlay and preventative maintenance work on West 5th Street, West Spring Street and West Elm Street near the I-64 ramps, all in New Albany, Indiana.

(g) Meet federal Disadvantaged Business Enterprise (“DBE”) goals.

(h) Develop innovative solutions for the Project, including life-cycle considerations, pavement, bridges, traffic operations, safety, construction sequencing and maintenance of traffic during construction.

(i) Design and construct the Project to meet or exceed all technical, environmental, and social requirements and commitments.

(j) Provide a safe project for workers and the traveling public.

(k) Provide a high-quality, durable and maintainable facility.

1.5. Procuring Agency, Key Stakeholders

IFA will be the procuring agency for the Project. IFA will work closely with INDOT, and together may be referred to as the “Project Sponsors”. IFA's primary mission is to

oversee State-related debt issuance and provide efficient, effective financing solutions to facilitate state, local government and business investments in the State.

As the entity responsible for the planning and development of the transportation system in the State, INDOT will work closely with IFA to assist with the procurement of the Project and oversee the work of Design-Build Contractor in the design and construction of the Project. INDOT's procurement role includes development of the technical specifications and other procurement documents for the RFP, management and oversight of the overall procurement and supporting the evaluation of the SOQs and responses to the subsequent "Request for Proposals" (the "RFP" and such responses, the "Proposals"). Additional information regarding INDOT's role in the Project shall be set forth in the RFP.

As Indiana is the State responsible for maintaining the I-64 Sherman Minton Bridge under a standing Memorandum of Agreement with the Commonwealth of Kentucky, IFA is the lead for the Project. The Project Sponsors will consult with the Kentucky Transportation Cabinet ("KYTC") on design and construction of the Kentucky approach bridges and the I-64 Sherman Minton Bridge.

1.6. Procurement Process

IFA will be the procuring agency for the Project. IFA will use a two-step process to select the Proposer to deliver the Project ("Design-Build Contractor"). This RFQ represents the first step in the process. The Project Sponsors will evaluate the SOQs received in response to this RFQ and, on the basis of such evaluations, intend, but are not bound to, shortlist up to four of the most highly qualified Proposers for delivering the Project (collectively, the "Short-Listed Proposers" and, each individually, a "Short-Listed Proposer") in accordance with the procedures and evaluation criteria described in this Part A, Section 7.

In the second step, IFA intends to invite the Short-Listed Proposers to submit Proposals and after evaluation of the Proposals, to select one of the Short-Listed Proposers as Design-Build Contractor in accordance with the criteria and procedures set forth in the RFP. Only Short-Listed Proposers are eligible to submit Proposals and be awarded the PPA as Design-Build Contractor.

1.7. RFQ and Overall Procurement Schedule

Issue RFQ	October 25, 2019
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Deadline for questions regarding the RFQ and any addenda, if any, issued before November 5, 2019	November 8, 2019
Deadline for questions regarding any addenda, if any, issued on or after November 5, 2019	Three calendar days after the addendum is issued unless otherwise provided in the addendum (but no later than three calendar days prior to the SOQ Due Date)
SOQ Due Date	January 7, 2020 by noon Eastern Daylight Saving Time (EDT)
Anticipated Announcement of Short-Listed Proposers	February 7, 2020
Following announcement of the Short-Listed Proposers, as of the date of this RFQ, IFA anticipates the following procurement activities and schedule:	
Circulate Draft RFP to Short-Listed Proposers	March 2020
Issue Final RFP	June 2020
Proposal Due Date	November 2020
Award and Execution of PPA (Commercial Close)	Early 2021

This schedule is subject to modification at the sole discretion of IFA. Proposers will be notified of any change in the schedule for this RFQ through an addendum to this RFQ, which will be posted on the Procurement Website.

2. THE PROJECT AND DESIGN-BUILD CONTRACTOR RESPONSIBILITIES

2.1. Project Description

2.1.1. Overview

The Project includes rehabilitation of the I-64 Sherman Minton Bridge over the Ohio River and the associated Indiana and Kentucky approach bridges.

The purpose of the Project is to rehabilitate the I-64 Sherman Minton Bridge over the Ohio River and the associated approach bridges with the goal of extending the service life of the structures by at least 30 years.

The Project also includes deck overlay work on the I-64 over Cherry Street Bridge, painting of the I-64 eastbound bridge over Market Street, and some surface street work in New Albany, Indiana.

2.1.2. Project Design Features

The Project limits are defined as follows:

- The western Project limit on I-64 begins west of the I-265 interchange in Floyd County, Indiana. Corridor improvements described in the Project scope of work defined below end in Jefferson County, Kentucky just west of the I-264 interchange.

Sherman Minton Corridor Project: Individual Project Elements			
Des. No.	Bridge No.	Description	Primary Work Type
1702255 1592187	I64-123-04691 D	I-64 Sherman Minton Bridge over the Ohio River	Bridge Deck Replacement, Structural Repairs, and Bridge Painting
1702260 1702254	056B00161N	KY Approach	Bridge Deck Replacement, and Bridge Painting
1702257	I64-123-02294 CWBL	I-64 WB IN Approach (1 of 1) (over SR 111/Main Street, Norfolk Southern RR)	Bridge Deck Overlay
1702258	I64-123-02294 CEBL	I-64 EB IN Approach (1 of 2) (over SR 111/Main Street)	Bridge Deck Overlay

1702259	I64-123-02294 JCEB	I-64 EB IN Approach (2 of 2) (over Norfolk Southern RR)	Bridge Deck Overlay
1702614	I64-122-04988 C	I-64 over Cherry Street	Bridge Deck Overlay
1900579	I64-123-04690 BEBL	I-64 EB over Market Street	Bridge Painting
1701215	N/A	Old SR 62 (Elm St.) from I-64 Exit Ramp to State St.	HMA Overlay, Preventative Maintenance

The anticipated Project scope of work includes:

- I-64 Sherman Minton Bridge and associated Indiana and Kentucky approach bridges rehabilitation;
- Performance of various cleaning, maintenance and repair items to reduce future maintenance and extend useful life;
- Rehabilitation or preventative maintenance on approximately 7 bridges;
- Deck replacement of approximately 2 bridges;
- Painting of approximately 3 bridges;
- Deck overlay of approximately 4 bridges; and
- HMA overlay and preventative maintenance of West 5th Street, West Spring Street and West Elm Street near the I-64 ramps, all in New Albany, Indiana.

Additional information regarding the Project scope of work is provided in Part A, Sections 2.2 through Section 2.8.

This is a best value procurement. It is anticipated the successful Proposer will be selected based on the evaluation of a technical proposal and a price proposal, as further provided in the RFP.

Descriptions of these Project features are general in nature, subject to change, and more precise delineations will be set forth in the RFP and draft PPA.

2.1.3. Prequalification Categories

Proposer and/or members of the Proposer team must have certain INDOT Certificates of Qualification and INDOT Prequalification Work Type Certifications as set forth below

in order to be eligible to be determined as a Short-Listed Proposer (<https://www.in.gov/indot/2740.htm>).

(a) Proposer (or its Equity Members) must have an INDOT Certificate of Qualification for at least \$150 million in the aggregate by INDOT.

* Subcontractors will not be counted toward Section 2.1.3(a) of this prequalification assessment.

(b) Proposer (or any of its Equity Members or Major Participants) must have an INDOT Certificate of Qualification for \$Unlimited in one of the following INDOT construction prequalification work types:

(i) D (a) Highway or Railroad Bridges over Water

(ii) D (c) Bridge Involving Protection of Railroad Tracks

* Subcontractors, unless they are a Major Participant as defined in Part B, Section 2, will not be counted toward Section 2.1.3(b) of this prequalification assessment.

(c) The Proposer team, in the aggregate (including subcontractors and subconsultants), must have an INDOT Prequalification Work Type Certification in the following INDOT consultant prequalification work types:

(i) 8.2 Complex Roadway Design;

(ii) 9.1 Level 1 Bridge Design;

(iii) 9.2 Level 2 Bridge Design; and

(iv) 14.5 Bridge Load Capacity Rating & Other Bridge Analysis/Testing.

In addition, the Proposer team, in the aggregate (including subcontractors and subconsultants), must be prequalified in the following KYTC consultant prequalification work type:

(v) [Bridge] Spans Less Than 500 Feet (Including Culvert Design)

In addition, the Proposer team, in the aggregate (including subcontractors and subconsultants), must be prequalified in either of the following consultant prequalification work types:

(vi) Level 3 Design Elements, including design and rehabilitation of deck truss, through truss, and tied-arch through truss type structures (INDOT); or

(vii) [Bridge] Spans Greater Than 500 Feet (KYTC).

* For purposes of this Section 2.1.3(c), Proposer, its subcontractors and subconsultants will all be counted toward this prequalification assessment.

The RFP will contain a list of all the INDOT and KYTC consultant and contractor prequalification categories required to be held and maintained by the Proposer team for the Project. These prequalification categories may include the following and any additional prequalification categories that may be required:

Additional INDOT Contractor Work Types:

- (i) A (a) Concrete Pavement: General
- (ii) E (a) Traffic Control: Signal Installation
- (iii) E (d) Traffic Control: Sign Installation
- (iv) E (g) Traffic Control: Pavement Markings
- (v) E (k) Guardrail, Cable Barrier, Crash Attenuators, and Fence
- (vi) E (l) Structural Steel Erection
- (vii) E (m) Cleaning and Painting Bridges

Additional INDOT Consultant Work Types:

- (i) 3.2 Complex Traffic Capacity and Operations Analysis
- (ii) 5.6 Waterway Permits
- (iii) 5.9 Archaeological Investigations
- (iv) 5.10 Historical/Architectural Investigations
- (v) 6.1 Topographic Survey Data Collection
- (vi) 7.1 Geotechnical Engineering Services
- (vii) 10.1 Traffic Signal Design
- (viii) 10.3 Complex Roadway Sign Design
- (ix) 10.4 Lighting Design

- (x) 10.5 Intelligent Transportation System Design
- (xi) 10.6 Intelligent Transportation System Integration
- (xii) 14.1 Regular Bridge Inspections
- (xiii) 14.2 Complex Bridge Inspections
- (xiv) 16.1 Utility Coordination
- (xv) 18.1 Pavement Analysis and Design

2.1.4. Project Office

IFA currently anticipates that Design-Build Contractor will be required to co-locate Key Personnel (and potentially other personnel) with personnel of the Project Sponsors in a Project office. The RFP will provide further details regarding any such requirements.

2.2. Environmental Status of Project

The required National Environmental Policy Act (NEPA) environmental review for the Project is being processed as a Categorical Exclusion Level 4 ("CE-4"). The CE-4 is expected to be finalized in March of 2020.

The CE-4 assumes that all work will be performed within the existing right-of-way ("ROW") limits. Permanent and/or temporary ROW beyond the existing limits is not being evaluated in the CE-4. Due to the nature of the Project, all Project-related impacts are considered temporary.

It is important to note that, at this time, portions of the Project remain in the environmental process. Final environmental approvals and related commitments have not yet been secured. Additional alternatives, including a no-build alternative, are always considered in the environmental process, and it is possible that the Project scope of work may need to be modified to comply with the environmental process, or that a no-build alternative may be adopted. Nothing contained in this RFQ, including any description of the Project, is intended to modify, limit, or otherwise constrain the environmental process or commit IFA, INDOT or any other entity to undertake any action with respect to the Project, including any procurement for the final design and construction of the Project.

Design-Build Contractor's responsibility will include compliance with all commitments as set forth in both NEPA approvals, subject to the completion of the process. The Project Sponsors will support Design-Build Contractor in coordination with environmental regulatory and permitting agencies. The RFP will provide further details regarding the Project's NEPA status and commitments.

2.3. Permitting

As part of the NEPA process, a Waters of the United States (“WOTUS”) report has been prepared for water resources within the existing ROW. A field review was conducted in July 2019 to affirm the findings of the WOTUS report. INDOT currently anticipates that it will obtain all permitting related to the United States Coast Guard (USCG).

Upon award, Design-Build Contractor will be responsible for obtaining all sediment and erosion control approvals required under 327 IAC 15-5 (“Rule 5”), any required Section 404 Permit, Section 401 Water Quality Certification(s), and any IDNR Construction in a Floodway Permit based on Design-Build Contractor’s design or otherwise.

Design-Build Contractor will be required to obtain and maintain, throughout the duration of the Project, all other regulatory, environmental, building and other permits, including any permit modifications to design and construct the Project, including any resulting increases in the required mitigation.

Design-Build Contractor’s responsibility will include compliance with all permit conditions included in any approvals, authorizations, determinations, and conditional permits. Design-Build Contractor will finalize all permit applications based on its proposed design and obtain final permits from all the permitting agencies, including taking responsibility for any changes in permits or permit conditions for owner-provided permits arising out of Design-Build Contractor’s design. The Project Sponsors will support Design-Build Contractor in coordination with environmental regulatory and permitting agencies.

The RFP will provide further details regarding permits and allocation of responsibility for securing them.

2.4. Right-of-Way Acquisition

No additional ROW is required for the Project. Any temporary easements or real property interests to be used for construction purposes or construction access will be the responsibility of Design-Build Contractor, who will be responsible for following the applicable Indiana and Kentucky statutory requirements.

2.5. Site Conditions and Special Requirements

2.5.1. Other Major Projects

There are no INDOT or KYTC construction projects currently planned that are immediately adjacent to the Project during the anticipated construction period. Additional information about other potential INDOT, KYTC and other agency projects in the area will be provided during the RFP process.

2.5.2. Geotechnical

INDOT has performed certain geotechnical investigation work for the Project, and certain historical geotechnical investigation exists for the Project. The Project Sponsors will make such historical and new information available to Short-Listed Proposers.

IFA does not anticipate that Proposers will need to conduct any geotechnical investigation in order to respond to this RFQ. To the extent that any Short-Listed Proposer desires additional geotechnical investigation prior to submittal of its Proposal, then such Proposer will coordinate with IFA prior to conducting any investigation. The Project Sponsors may decide to perform additional geotechnical investigation based on input received from Short-Listed Proposers during the RFP phase.

2.5.3. Utilities

INDOT has certain historical utility information for the Project and the Project Sponsors will make such information available to Short-Listed Proposers. IFA does not anticipate that Proposers will need to conduct any utility investigations in order to respond to this RFQ. Short-Listed Proposers may, during the RFP process, be asked to provide input on what, if any, additional utility investigation information may need to be collected. The Project Sponsors may decide to perform additional utility investigation based on the input received from Short-Listed Proposers during the RFP process.

2.5.4. Hazardous Materials

IFA is not currently anticipating work below the ground surface (other than related to Des. No. 1701215 ADA ramp replacements) and, therefore, has not performed any Phase I Environmental Site Assessments. Design-Build Contractor is responsible for determining any impacts as a result of its construction and construction staging areas.

IFA does anticipate that the existing paint system associated with the I-64 Sherman Minton Bridge and with the Kentucky approach bridges may contain lead-based paint.

IFA anticipates that the I-64 Sherman Minton Bridge contains asbestos materials.

The RFP will provide further details regarding hazardous materials. Design-Build Contractor may be required to prepare a mitigation and abatement plan based upon Indiana and Kentucky rules and regulations for addressing hazardous materials and petroleum contaminated waste, which may include handling and disposing of these materials. Design-Build Contractor will be responsible for appropriate worker safety with regards to hazardous materials and petroleum contaminated waste. Also, Design-Build Contractor will be responsible for obtaining all the necessary pre-qualifications and permits from the federal, state, and local governing agencies where the work is performed.

2.5.5. Hydrology

The Ohio River is subject to fluctuations in water level and flow condition. INDOT has obtained records of historical floods and water surface elevations and the Project Sponsors will make that information available to Proposers during the RFP process. IFA does not anticipate that Proposers will need to conduct any hydrologic investigations in order to respond to this RFQ.

2.5.6. Noise Analysis/Abatement

A detailed, Level 1 noise analysis is not required for this type of project under INDOT's CE-4 procedures and detailed noise impacts to individual resources have not been assessed. However, the Section 106 process could entail additional noise analysis and/or abatement requirements. The Section 106 process is on-going and all Project-specific requirements will be documented in the CE-4, with any obligations of Design-Build Contractor set out in the RFP.

2.5.7. Historic

The Project is being processed under Section 106 requirements in Indiana under INDOT's Minor Project Programmatic Agreement (MPPA). In Kentucky, the Project is being processed under KYTC's full Section 106 procedures. Deviations from alternatives considered during the development of the CE-4 could result in additional Section 106 review. The final CE-4 will include all pertinent Section 106 process documentation findings, including mitigation commitments. These coordination processes and measures will be included in the environmental requirements of the RFP.

2.5.8. Aesthetics and Landscaping

There are no aesthetic and landscaping requirements anticipated for the Project.

2.5.9. Tree Clearing

No tree clearing activities are anticipated within the Project limits.

2.5.10. Other Due Diligence Activities

The Project Sponsors are assessing if any additional information regarding site conditions or other due diligence beyond that which is provided in this Part A will be provided. The Short-Listed Proposers may, during the RFP process, be asked to provide input on this topic; however, the Project Sponsors are under no obligation to provide such additional information.

2.6. Third Parties

2.6.1. Railroad Companies

Norfolk Southern Railroad has rail lines and facilities that may be impacted by or require coordination for the Project. The Project Sponsors are conducting preliminary coordination activities with the railroad. Design-Build Contractor will be responsible for certain coordination with the railroads, including design and construction reviews. The PPA is expected to require Design-Build Contractor to be responsible for causing the necessary railroad work or protection to be performed in accordance with the applicable standards and laws and for the costs associated with the railroad work or protection, except to the extent the railroad is legally responsible for such costs.

The RFP will provide further details regarding responsibility for railroad coordination and costs.

2.6.2. Utility Companies

The Project Sponsors are conducting utility coordination activities with the pertinent utilities. The Project Sponsors will be responsible for coordination with utility owners, obtaining utility agreements, and for performing or causing certain necessary utility relocations/adjustments to be performed in accordance with applicable standards and laws and for the costs associated with utility relocations/adjustments, except to the extent the utilities are legally responsible for such costs or IFA expressly retains such responsibilities in accordance with the PPA.

The RFP will provide further details regarding utility relocations/adjustments and the responsibility thereof.

2.6.3. Governmental Agencies, Key Stakeholders Coordination

Key stakeholders include KYTC; the Cities of New Albany and Jeffersonville, Indiana; the Town of Clarksville, Indiana; the City of Louisville, KY; Floyd County and Clark County, Indiana; Jefferson County, KY; the Kentuckiana Regional Planning and Development Authority (KIPDA); and the Federal Highway Administration (“FHWA”). The RFP will set forth the parties’ respective obligations for coordination with all governmental agencies and third-party stakeholders.

2.7. Design and Construction Standards

IFA anticipates including in the RFP a set of Project-specific standards, specifications and requirements, as well as a baseline Project definition. The RFP may permit Short-Listed Proposers to propose, for the Project Sponsors’ consideration, alternative technical concepts (“ATCs”), exceptions and deviations from certain of these standards,

specifications and requirements. The ATC process, including any constraints or parameters on potential submissions, will be set forth in the RFP. All requests for deviations shall follow the requirements set forth in the RFP and the PPA. Proposers should note, however, that there may be restrictions on deviations from federal and state mandated design and construction standards, as well as the Project definition set forth in the final environmental documents (including the CE-4) and NEPA approvals.

2.8. Maintenance During Construction; Design-Build Contractor Warranties;

Design-Build Contractor will be responsible for performing certain maintenance during construction of the Project as required by applicable Project-specific standards. Design-Build Contractor will also be required to provide a warranty of the design and construction work for specified portions of the Project for a period specified in the PPA. Warranty bonds from Design-Build Contractor will be required to support its obligations with respect to such warranties and work relating to such portions.

2.9. Parent Guaranties

A guaranty of Design-Build Contractor's obligations under the PPA will be required under the following circumstances: (i) Proposer was advised by IFA, in its sole discretion, that a guaranty would be required as a condition to the shortlisting of Proposer, (ii) Proposer's organization is a newly-formed or shell corporation or a limited liability entity, (iii) Proposer (or an Equity Member if Proposer is a partnership, joint venture or limited liability company) is not the ultimate parent entity in its organizational/corporate structure; (iv) the form of organization of Proposer changes after shortlisting and IFA determines, in its sole discretion, to require a guarantor as a condition to approving such change; (v) if financial statements of a Financially Responsible Party are provided to demonstrate financial capability of Proposer or an Equity Member; (vi) as noted in **Form E**, note number 1; or (vii) Proposer's financial capability adversely changes between shortlisting and the due date for the Proposal, as determined by IFA, in its sole discretion. In the event a parent and/or other guaranty is required, it must come from the ultimate parent or another entity acceptable to IFA. "Financially Responsible Party" means the parent company, affiliate or other entity (if any) whose financial statements the Proposer provides to demonstrate in its SOQ the financial capacity of the Proposer and/or Equity Member.

Additional details regarding the foregoing items and responsibilities shall be set forth in the RFP.

3. PROJECT PROCUREMENT AND FINANCING

3.1. Design-Build Contract Through a PPA

IFA intends to procure and deliver the Project under a DBBV model, with the winning Proposal being selected based on the evaluation of a technical proposal and a price proposal. Notwithstanding anything to the contrary in this RFQ, the Project Sponsors reserve the right to revise the scope of the Project, this procurement and the delivery model.

3.2. Payment Structure

The structure for the PPA is intended to include the following features:

- (a) It is anticipated that Design-Build Contractor will design and build the Project for a lump sum price payable as progress payments based upon an agreed schedule of values.
- (b) The funds for this Project have been appropriated and include a combination of state and federal funds.

3.3. Federal Requirements

Proposers are advised that the RFP will be drafted based on the assumption that the Project will remain eligible for federal-aid funds. Accordingly, the procurement documents and PPA will conform to requirements of applicable federal law and FHWA regulations, including Buy America requirements, Title VI of the Civil Rights Act of 1964, as amended, regarding Equal Employment Opportunity (EEO) and Title 49 Code of Federal Regulations Part 26, as amended regarding DBEs. IFA reserves the right to modify the procurement process described herein to address any concerns, conditions or requirements of FHWA. Proposers will be notified of any such modifications as provided in this Part A, Section 5.4. The Project is considered a Major Project by FHWA requiring major project review.

4. NATURE OF THE AGREEMENT/CONTRACTUAL RELATIONSHIP

4.1. Overview

IFA intends to enter into a PPA with Design-Build Contractor for the design and construction of the Project. The anticipated PPA will, among other things, obligate Design-Build Contractor to (a) design and construct the Project; (b) maintain the Project during construction; and (c) provide a warranty of the design and construction work for some or all of the Project, under the terms and conditions specified in the PPA.

4.2. Wages

Design-Build Contractor will be required to comply with 40 U.S.C. §§ 3141 to 3144, 3146 to 3148 (as amended, the “Davis-Bacon Act”), as applicable.

4.3. DBE Requirements

IFA is required to apply the DBE program requirements to all projects receiving federal dollars, including this Project. Where opportunities exist, IFA is required to make opportunities available to minority and women-owned firms, including certified DBE firms. Opportunities may include consultant and construction subcontracts as well as other service providers. IFA must apply the program on federal-aid projects as set forth in 49 CFR Parts 23 and 26 as well as the federal contractual requirements set forth in FHWA Form 1273. Information regarding these requirements will be included in the RFP as will any other potential requirements, such as minority and women’s business enterprises.

In responding to this RFQ, a Proposer is not required to include team members to satisfy DBE goals. Information regarding DBE requirements and goals for the Project will be included in the RFP. It is currently anticipated that each Short-Listed Proposer will, as part of its Proposal, list any DBEs on its team as of the Proposal Due Date, as well as provide a DBE performance plan on how it intends to meet the DBE goals during the design and construction of the Project. Additional creative efforts to expand inclusion of other disadvantaged, minority and women-owned firms and workers is encouraged.

4.4. Performance Security, Insurance and Indemnity

IFA anticipates that the PPA will require Design-Build Contractor to provide both payment and performance security and insurance coverage in connection with the design and construction work, and to indemnify, defend and hold the Project Sponsors and related entities and persons harmless against third party and other claims as

specified in the PPA. Specific requirements for the performance and payment security, insurance and indemnification will be set forth in the RFP and the PPA. The Project Sponsors will not provide any indemnification to Design-Build Contractor.

5. DESCRIPTION OF PROCUREMENT PROCESS

5.1. Statutory Authority

IFA is issuing this RFQ in accordance with the provisions of Indiana Code 8-15.5 *et seq.*, as amended (the “Statute”), and other applicable provisions of law.

5.2. Overall Process

The procurement involves a two-step process: this RFQ followed by an RFP.

The Project Sponsors will evaluate the SOQs received in response to this RFQ and will determine, according to criteria generally outlined herein, the Short-Listed Proposers eligible to respond to the RFP.

Following the determination of Short-Listed Proposers, IFA anticipates releasing a draft RFP for review and comment by the Short-Listed Proposers, including a scope of work for the Project. The Project Sponsors will schedule one or more one-on-one or group meetings to discuss issues and respond to comments and questions identified by the Short-Listed Proposers. Specific details concerning the draft RFP process will be made available to the Short-Listed Proposers following the announcement of the shortlist.

The draft RFP process will include disclosure of materials and communications with the Project Sponsors that are confidential in nature, and Short-Listed Proposers will be required to execute a confidentiality agreement, the form of which will be provided following shortlisting.

After consideration of input from the Short-Listed Proposers, IFA intends to issue a final RFP to the Short-Listed Proposers. Additional one-on-one meetings, including meetings to address ATCs, are currently contemplated after such issuance. Answers to questions or clarifications or interpretation that arise after the issuance of the final RFP may be addressed in the form of addenda.

Following receipt and evaluation of Proposals, IFA may select a Short-Listed Proposer (“Preferred Proposer”), based on the evaluation criteria set forth in the RFP, with which to negotiate and finalize the PPA for award and execution. IFA currently contemplates that a best value evaluation process based on the evaluation of a technical proposal and a price proposal, as further provided in the RFP, will be utilized to evaluate Proposals.

The RFP will set forth the Project Sponsors’ rights and remedies if the Project Sponsors are unable to finalize the terms and conditions of the PPA with the Preferred Proposer, the Preferred Proposer elects not to execute the PPA, or any other condition to

execution of the PPA with the Preferred Proposer is not satisfied, which may include that IFA may select the next highest rated Short-Listed Proposer(s) in succession to finalize the PPA for award and execution. Alternatively, IFA may, at any time and for any reason, terminate the procurement. IFA further reserves any and all rights set forth in the Statute and any other applicable statutes and procedures.

5.3. Payment for Work Product

IFA will offer to pay a stipend for work product in the amount of \$300,000 to each unsuccessful Short-Listed Proposer that complies with the terms of the RFP, meets the eligibility requirements for a stipend that will be set forth in the RFP and submits a responsive and timely Proposal. The stipend will be paid in exchange for ownership of the Proposer's work product and the ideas within.

Payment of such stipend shall be provided in return for the transfer and assignment to the Project Sponsors of rights to intellectual property, ideas, techniques, concepts and approaches included in the unsuccessful Short-Listed Proposer's Proposal, and the Project Sponsors each reserve the right to use such property, ideas, techniques and approaches in connection with a PPA awarded for the Project, or in connection with any subsequent procurement, with no obligation to pay additional compensation to the unsuccessful Short-Listed Proposer.

It is currently anticipated that the stipend for work product shall be paid to eligible Short-Listed Proposers within 90 days after the award and execution of the PPA or the decision not to award. Short-Listed Proposers eligible for the stipend will have the option to forego the stipend and retain such intellectual property rights. Additional details about the stipend, and specific provisions regarding payment of the stipulated amount, will be included in the RFP.

No other payment will be made in connection with this RFQ, including to Proposers that are not shortlisted, fail to submit responsive Proposals by the Proposal Due Date or are disqualified from the process prior to award.

5.4. Questions and Requests for Clarification or Interpretation; Addenda

To facilitate receipt, processing, and response, Proposers must submit all questions and requests for clarification or interpretation in writing by e-mail or letter to the RFQ Procurement Contact by the deadlines listed in this Part A, Section 1.5 at the following address:

Sherman Minton Corridor Project
Attn: Cat Schoenherr
Indiana Finance Authority
c/o Indiana Department of Transportation

100 North Senate Avenue, IGCN 758
Indianapolis, Indiana 46204
Telephone: (317) 233-2072
Email: SMCPDBBV@indot.in.gov

Proposers are responsible for ensuring that any written communications clearly indicate on the first page or in the subject line, as applicable, that the material relates to the Project.

Questions and comments, including requests for clarification or interpretation, shall: (i) be sequentially numbered; (ii) specifically reference the relevant RFQ section and page number, unless such request is of general application (in which case the request for clarification or interpretation shall so note); (iii) not identify Proposer's identity in the body of the question; (iv) be self-standing and comprehensible independent of other questions or requests for clarification or interpretation (i.e., not reference prior questions asked without reiterating the substance of the reference); and (v) conspicuously identify whether Proposer views its question or comment as confidential in nature. Any suggested edits to RFQ language must be in redline.

IFA will provide responses to Proposer clarification or interpretation requests within a reasonable time following receipt, subject to the deadlines set forth in this Part A, Section 1.5. IFA will post responses on the Procurement Website to those questions of general application and requests for clarification or interpretation that IFA deems to be material and not adequately addressed in previously provided documents.

No telephone or oral requests will be considered. No requests for additional information or clarification to any person other than the RFQ Procurement Contact will be considered. Questions from a Proposer shall be submitted only by a single representative of that Proposer, and must include the requestor's name, address, telephone number and e-mail address, and the Proposer that he/she represents.

The questions and IFA's responses will be in writing and will be posted to all Proposers, except that IFA intends to respond individually to those questions identified by a Proposer and deemed by IFA as containing confidential information relating to the Proposer's SOQ. IFA reserves the right to disagree with Proposer's assessment regarding confidentiality of information in the interest of maintaining a fair process or complying with applicable law. Under such circumstances, IFA will inform Proposers and may allow Proposer to withdraw the question, rephrase the question, or have the question answered non-confidentially or, if IFA determines that it is appropriate to provide a general response, IFA will modify the question to remove information that IFA determines is confidential. IFA may rephrase questions as it deems appropriate and may consolidate similar questions. IFA may also create and answer questions

independent of the Proposers' questions. IFA contemplates issuing multiple sets of responses at different times during the procurement process.

IFA reserves the right to revise this RFQ by issuing addenda to this RFQ at any time before the SOQ Due Date and will post any addenda on the Procurement Website. In issuing an addendum shortly before the SOQ Due Date, IFA will consider whether an extension of the SOQ Due Date is warranted.

Proposers should monitor the Procurement Website for information concerning this procurement and will be required to acknowledge in their transmittal letter (Part C, **Form A**) that they had access to all relevant materials posted thereon.

5.5. Project Documents

The Project Sponsors have assembled certain documents and information relating to the Project (the "Project Documents"), which are available to Proposers on the Procurement Website. Except as otherwise specifically provided, the Project Sponsors do not make any representation or warranty as to the completeness of the list of available documents on the Procurement Website or the accuracy, utility, completeness or relevance of any document contained thereon. Except as otherwise specifically provided in the RFP and PPA, Proposers shall not be entitled to rely on such documents and shall use or elect not to use them at their sole risk. The Project Sponsors shall have no obligation or liability to any party for or related to the Project Documents or the Procurement Website.

6. SOQ CONTENT AND SUBMITTAL REQUIREMENTS

6.1. General

IFA expects SOQs submitted in response to this RFQ to provide enough information about the requested items so as to allow the Project Sponsors to evaluate Proposers based on the criteria set forth herein.

SOQs shall be submitted exclusively in the English language, inclusive of English units of measure, and cost terms in United States of America dollar denominations.

6.2. Format

The SOQ shall consist of two volumes, which are described further in Part B. Each responding Proposer shall submit one original and five copies (for a total of six) of its SOQ. Each volume shall be in loose-leaf three ring binders, contained, collectively, in one or more durable, sealed containers. The original must be clearly marked "Original" on its face and spine. Each copy shall be numbered 1 through 5 on its face and spine. Each copy shall have the Proposer's name clearly marked on the face and spine.

In addition to the hardcopy SOQ submittal, each responding Proposer shall submit an electronic copy (USB flash drive) of the SOQ in searchable and printable portable documents format (.pdf or PDF) (except that original executed letters need not be searchable). The PDF submissions must be organized to correspond to the tab requirements set forth in this Part A, Section 6.3 below. Proposer may elect to index the PDF submission or provide a series of discrete PDF files, named so as to correspond to the tab requirements set forth in this Part A, Section 6.3 below. Proposer's USB flash drive must be appended to Proposer's "Original".

Submittals must be prepared on 8-1/2" x 11" white paper, except as noted below. Double-sided printing is requested. 11" x 17" pages are allowed (and shall be included in the page count if contained in Volume 1) for graphics, schematics, organizational charts, but not for narrative text. Printed lines may be single-spaced. Volume 1 (as described in Part B) shall have all pages sequentially numbered and shall not exceed 45 pages. The following do not count toward the page limit and need not be sequentially numbered:

- **Form A** and any letters required to be appended in **Form A**
- **Form B-1**
- **Form B-2**

- **Form C**
- **Form D**
- **Form E** (which has a separate maximum 8-page limit excluding the separate “Notes” page of the form);
- **Form F**
- The Executive Summary
- The Confidential Contents Index
- Table of Contents
- The disclosures provided in response to Part B, Sections 2.7.1, 2.7.2 and 2.7.3 (each of which should be provided in an appendix to Volume 1)
- Documents and materials required to be provided in an appendix (i.e., resumes)
- Volume 2 (as described in Part B)

The font size shall be no smaller than twelve-point, except the font in organizational charts, graphics and tables in Volume 1 may be as small as ten-point so long as the organizational charts, graphics and tables are legible.

Standard corporate brochures, awards, licenses and marketing materials shall not be included in the SOQ.

Where forms are provided for submittal, Proposers may not alter the forms other than to complete the required information and to provide responses to the listed questions.

6.3. Contents and Organization

Proposers must organize their SOQs in the order set forth in Part B. If a Proposer elects to include material in addition to the information specifically requested, the Proposer shall append that material to the end of the most appropriate defined section of the outline. Additional material is subject to any applicable page limitation and no videos or web links should be included. Each binder may be subdivided as needed, so long as Proposers tab the contents of their SOQ to correspond to the section, subsection order and numbering system in Exhibit A. Tabs or dividers will not count towards the maximum number of pages unless they contain project information. Dividers may contain text, photos or images but may not contain information that may be interpreted to contribute to the overall evaluation of the SOQ.

6.4. SOQ Submittal Requirements

All packages constituting the SOQ shall be individually and clearly labeled with the name of Proposer and additionally labeled as follows:

Request for Qualifications
Response to the Request for Qualifications to
Sherman Minton Corridor Project
through a Public-Private Agreement

SOQs shall be delivered by hand or express mail courier to the IFA contact identified below.

Silvia Perez
Indiana Finance Authority
One North Capitol Avenue, Suite 900
Indianapolis, Indiana 46204
Telephone: (317) 234-7701
Email: SMCPDBBV@indot.in.gov

IFA will not accept facsimile or e-mail submission of SOQs.

Acknowledgment of receipt of SOQs will be evidenced by the issuance of a receipt by the IFA contact identified above or designee.

SOQs must be submitted by noon Eastern Daylight-Savings Time (EDT) on the SOQ Due Date specified in this Part A, Section 1.7. Time is of the essence and any SOQs received after that date and time will be rejected and returned unopened. SOQs will be accepted by IFA during normal business hours up to the SOQ Due Date and time specified.

Proposers are solely responsible for assuring that IFA receives their SOQs by the specified delivery date and time at the address listed above. IFA shall not be responsible for any delays in delivery beyond the control of IFA, including those caused by weather, difficulties experienced by couriers or delivery services, misrouting of packages by courier or delivery services, improper, incorrect or incomplete addressing of deliveries and other occurrences.

7. EVALUATION PROCESS AND CRITERIA

7.1. SOQ Evaluation Procedure

The SOQ evaluation will consist of two phases, which may or may not occur concurrently: (1) responsiveness and pass/fail evaluation; and (2) Proposer Structure and Experience and Approach to Project evaluation. Evaluation criteria associated with each phase of the evaluation is further detailed below. The Project Sponsors will evaluate the SOQs it receives in response to this RFQ and will determine, according to the criteria outlined herein, the Short-Listed Proposers eligible to respond to the RFP.

IFA anticipates utilizing one or more committees to review and evaluate the SOQs in accordance with the above criteria. INDOT and KYTC employees will be actively involved in the evaluations and may comprise most, if not all, of the personnel of the Project Sponsors involved with the evaluation. At various times during the evaluation process, the Project Sponsors may request additional information or clarification from a Proposer or may request for a Proposer to verify or certify certain aspects of its SOQ. The scope, length and topics to be addressed in any such clarification response shall be prescribed by, and subject to, the sole discretion of IFA. The Project Sponsors may contact firm and personnel references supplied by Proposer as well as other potential references not listed, including internal personnel of the Project Sponsors. Proposers are requested to verify that all contact information is correct and are further advised that if any contact information provided is not current, IFA may elect to exclude the experience represented by that project or personnel reference in determining the Proposer's qualifications.

Evaluations of SOQs are subject to the sole discretion of IFA and its staff, with assistance from INDOT and KYTC personnel and such professional and other advisors as IFA may designate. IFA will, in consultation with INDOT and KYTC, make the final determinations of the Short-Listed Proposers, as it deems appropriate, in its sole discretion, and in the best interests of the Project and the State.

Each Proposer will be notified in writing via e-mail and a hardcopy letter whether or not it has been selected for the shortlist.

7.2. Responsiveness

Each SOQ received by the SOQ Due Date will be reviewed for (a) the responsiveness of the Proposer to the requirements set forth in this RFQ, (b) conformance to the RFQ instructions regarding organization and format, and (c) nonconformities, irregularities and apparent clerical mistakes that are unrelated to the substantive content of the SOQ. Those SOQs not responsive to this RFQ may be excluded from further consideration and the Proposer will be so notified. IFA may also exclude from consideration any Proposer whose SOQ contains a material misrepresentation. IFA reserves the right to

waive nonconformities, irregularities and apparent clerical mistakes that IFA, in its sole discretion, determines are unrelated to the substantive content of the SOQ.

7.3. Pass/Fail Evaluation

Separately or in conjunction with evaluation of each timely submitted SOQ for responsiveness, the Project Sponsors will evaluate each SOQ based upon the following pass/fail criteria. A Proposer must obtain a “pass” on all pass/fail items in order for its SOQ to be evaluated qualitatively under this Part A, Section 7.3.

(a) The SOQ contains an original executed transmittal letter as required in Part B, Volume 1, General.

(b) Proposer is capable of obtaining (i) a payment bond or bonds in the aggregate amount of \$150 million from an Eligible Surety, and (ii) a performance bond or bonds in the aggregate amount of \$150 million from an Eligible Surety. As used herein, an “Eligible Surety” is a bonding surety licensed in the State, listed on the U.S. Department of the Treasury’s “Listing and Approved Sureties” (found at <https://www.fiscal.treasury.gov/fsreports/ref/suretyBnd/c570.htm>), rated “A” or higher by at least two nationally-recognized rating agencies (Fitch Ratings, Moody’s Investor Service and Standard & Poor’s Ratings Group) or rated least A-/VII or higher according to A.M. Best’s Financial Strength Rating and Financial Size.

(c) Proposer and its Equity Members have the financial capability (as determined by IFA, in its sole discretion) to carry out the Project responsibilities potentially allocated to it as demonstrated by the materials provided in Part B, Volume 2. The evaluation will take into account the following considerations, among others identified as relevant by the Project Sponsors, in their sole discretion, both currently as well as over the last three years, as appropriate:

- Profitability;
- Capital structure;
- Ability to service existing debt and solvency outlook;
- Other commitments and contingencies; and
- Additional considerations including those related to treatment of subsidiaries, tax and special liabilities.

(d) Neither Proposer nor any other entity that has submitted **Form C** as required by this RFQ is currently disqualified, removed, debarred or suspended from performing or bidding on work for the federal government or any state government.

(e) The information disclosed in **Form C** and/or in response to Part B, Volume 1, Section 2.7 does not, in IFA's sole determination, materially adversely affect Proposer's ability to carry out the Project responsibilities potentially allocated to it in the PPA.

(f) The Proposer team is prequalified for the amount and areas of work set forth in this Part A, Sections 2.1.3(a), 2.1.3(b), and 2.1.3(c) or otherwise meets the requirements set forth in this Part A, Section 8.4.1. If not yet prequalified as of the SOQ Due Date, Proposer has certified, on behalf of itself and its team, that it has submitted all documents necessary for INDOT or KYTC to make a prequalification determination consistent with Section 2.1.3.

(g) The information disclosed in **Form F** does not, in IFA's sole discretion, materially and adversely affect Proposer's financial capability and capacity to carry out the Project responsibilities allocated to it in the PPA.

(h) Each relevant Proposer team member makes the express, written commitments as required by Part B, Volume 1, Section 2.6 regarding the availability of individuals designated in the SOQ as Key Personnel.

(i) (i) Proposer, (ii) at least one of its Equity Members; or (iii) any predecessor-in-interest to the entities referred to in clauses (i) or (ii) must have completed a comparable project in North America within two (2) years of the date of the SOQ Due Date. As used in this Part A, Section 7.3(i) only, "comparable projects" shall mean Federal-aid interstate complex bridge rehabilitation and painting projects within the United States with a construction value of at least \$100 million. In assessing this Part A, Section 7.3(i), IFA will also consider the experience of Major Participants or their Affiliates. "Affiliates" means parent companies at any tier, subsidiary companies at any tier, entities under common ownership, joint ventures and partnerships involving such entities, and other Financially Responsible Parties for the entity. "Common ownership" does not include the holding of stock in a publicly-traded company, unless such stock ownership is a majority position or results in control of the affected entity.

7.4. Qualifications and Approach Evaluation Criteria and Weighting

Each responsive SOQ passing all of the "pass/fail" requirements set forth above will be evaluated and scored according to the qualitative criteria set forth below. The order in which the evaluation criteria appear within each category (i.e., Proposer Structure and Experience and Approach to Project) is not an indication of weighting or importance.

7.4.1. Proposer Structure and Experience (80 Points Maximum)

The structure of the Proposer team and the background and experience of Proposer, individual team members, and Key Personnel with designing, and constructing comparable projects will be evaluated in accordance with the following criteria:

- (a) The extent and depth of the experience of Proposer and its individual team members with performing design-build work on comparable projects (e.g., comparable scope and complexity) and in performing responsibilities as are anticipated to be within Design-Build Contractor's scope of work for the Project;
- (b) The stability, strength and likelihood of success of Proposer's proposed management structure and team;
- (c) The extent and depth of experience of the management team and Key Personnel listed as required by Part B, Volume 1, Section 2 with performing design-build work on comparable projects (e.g., projects of comparable scope and complexity) and in performing personnel roles similar to those proposed for such individuals by Proposer in connection with the Project; and
- (d) The extent, depth and success of Proposer, its individual team members, the management team and Key Personnel listed as required in Part B, Volume 1, Section 2 in working together.

Project information and personnel references, as well as the information provided in response to Part B, Volume 1, Sections 2 and 3 will be used, as deemed appropriate by the Project Sponsors, to assist in the evaluation of the Proposer structure and experience category. Proposers should note that use of the term "comparable projects" in this Section differs from the definition used in this Part A, Section 7.3(i).

7.4.2. Approach to Project (20 Points Maximum)

Proposer's approach to the Project (as referenced in Part B, Volume 1, Section 3) will be evaluated based on the extent to which Proposer demonstrates:

- (a) An understanding of the Project scope of work and complexity, and a sound approach to activities to be undertaken with respect to the development, design and construction of the Project;
- (b) An understanding of the Project-specific risks and potential solutions (regardless of risk ownership) that may arise during the development, design and construction phases;

(c) An understanding of the need for, and the ability to provide, sufficient materials, equipment and qualified personnel to undertake Design-Build Contractor's anticipated obligations for the Project;

(d) A focus and commitment to quality and efficient and effective management; and

(e) The efficiency and effectiveness of Proposer's general approach to contracting, integrating the Project Sponsors into the Project development phase and structuring the roles and relationships among IFA, INDOT, Proposer, key stakeholders and other third parties.

7.5. Changes in the Approach to the Project

The Project Sponsors understand that, as Proposers and the Project Sponsors continue their individual and collective efforts to analyze and develop optimal design and construction plans for the Project, it is likely that the approaches to such elements of the scope of work will change and evolve. The Project Sponsors wish to encourage that evolution and continued focus by Proposers on the best transportation solutions for the Project. Accordingly, it is the Project Sponsors' intention to use the Approach to the Project only for purposes of evaluating the SOQs. Proposers may modify, alter and enhance their respective approaches to design and construction in conjunction with their Proposals, subject to compliance with the requirements of the RFP. Proposers may not, however, change their Approach to the Project in a way that renders the SOQ a misrepresentation of Proposer's intentions, strategies, and capabilities.

7.6. Changes in Proposer Organization

Subject to the limitations herein, IFA may permit Short-Listed Proposers to add, delete or substitute team members and reorganize their teams during the procurement process unless the change results in actual or potential organizational conflicts of interest or renders the Proposer team, in IFA's sole determination, less qualified to develop the Project. Notwithstanding the foregoing, following submittal of the SOQs, the following actions may not be undertaken without IFA's prior written consent:

(a) Deletion, substitution or change in composition of a Short-Listed Proposer team member identified in its SOQ or a change in the role or scope of work of a team member;

(b) Deletion or substitution of Key Personnel identified in Part B, Volume 1, Section 2.6, of its SOQ or a change in the role or position of such Key Personnel;

(c) Deletion or substitution of an Equity Member, Major Participant, Financially Responsible Party, guarantor of a Short-Listed Proposer or any other

individual or entity that will bear financial responsibility or liability for the performance of the Short-Listed Proposer; and

(d) Other changes, direct or indirect, in the equity ownership of a Short-Listed Proposer (excluding changes resulting from public trading of stock that do not result in a change in control of such entity).

As used in this RFQ, an “Equity Member” means (i) each member of a joint venture; (ii) each general partner of a limited or general partnership; (iii) each managing member of a limited liability company; (iv) each entity holding an equity interest in the Proposer entity if the proposer entity was formed less than one year prior to the SOQ Due Date; (v) each entity proposed to hold an equity interest in the Proposer entity if the Proposer entity is not yet formed as of the SOQ Due Date; and (vi) each other entity with a Controlling Interest in Proposer (whether as a member, partner, shareholder, joint venture member or otherwise). Notwithstanding the foregoing, if the applicable entity is a publicly traded company, shareholders with less than a 10% interest in the entity shall not be considered Equity Members. As used in this RFQ, “Controlling Interest” means an interest held by an individual or entity (“Person”) in another Person, when (a) such Person holds, directly or indirectly, beneficially or of record, a majority of the voting rights in such other Person; or (b) such Person possesses, directly or indirectly, the power to cause the direction of the management of such other Person, whether through voting securities, by contract, family relationship or otherwise.

7.7. RFP Procedure and Evaluation

Short-Listed Proposers are advised that the evaluation criteria and weightings for the evaluation of the Proposals will differ from the criteria set forth herein to evaluate SOQs. The evaluation criteria and weightings for the evaluation of the Proposals will be set out in the RFP. In addition, the evaluation and scoring of the SOQs shall not carry over or be used in any way in the evaluation of the Proposals.

8. COMMUNICATIONS, PUBLIC INFORMATION AND ORGANIZATIONAL CONFLICTS OF INTEREST

8.1. Improper Communications and Contacts

The following rules of contact shall apply during the procurement for the Project, effective as of the date of issuance of this RFQ and through the execution of the PPA. These rules are designed to be uniformly applied to promote a fair, competitive and unbiased procurement process. Additional rules or modifications to these rules may be issued by IFA in connection with the RFP process and in the RFP. Contact includes face-to-face, telephone, facsimile, electronic-mail (e-mail or text), social media or formal written communication, either directly or indirectly, by an agent, representative, promoter or advocate of a Proposer.

The specific rules of contact are as follows:

(A) After submittal of SOQs, no Proposer or any of its team members may communicate with another Proposer or its team members with regard to the, SOQs, the RFP or either team's Proposal; provided, however, that (i) a Proposer or its team members may communicate with another Proposer team only for the purpose of obtaining price information for concrete or asphalt pavement materials and/or installation; and (ii) subcontractors that are shared between two or more Proposer teams (subject to the restrictions and requirements set forth in this Part A, Section 8.4.2) may communicate with their respective team members so long as those Proposers establish reasonable protocols to ensure that the Proposer team and/or subcontractor will not act as a conduit of information between the teams (contact among Proposer organizations is otherwise allowed during sponsored informational meetings by either of the Project Sponsors);

(B) The RFQ Procurement Contact shall be the sole contact for purposes of this procurement, including this RFQ and the RFP. Proposers shall correspond regarding this RFQ and the RFP only through the designated representative (which initially shall be the RFQ Procurement Contact identified in this Part A, Section 5.4);

(C) Commencing with the issuance of this RFQ and continuing until the earliest of (i) award and execution of the PPA, (ii) rejection of all Proposals by IFA or (iii) cancellation of the procurement, no Proposer or representative thereof shall have any *ex parte* communications regarding this RFQ, the SOQs, RFP, and PPA or the procurement described herein with:

- Any member of IFA or INDOT; and

- Any IFA or INDOT staff, advisors, contractors or consultants involved with the procurement (including those referenced in this Part A, Section 8.3),

except for communications expressly permitted by this RFQ or the RFP or except as approved in writing in advance by IFA's Public Finance Director or designee, in his/her sole discretion. The foregoing restriction shall not, however, preclude or restrict communications with regard to matters unrelated to this RFQ, the SOQs, RFP, the PPA or the procurement or limit participation in public meetings or any public or Proposer workshop related to this RFQ or the RFP. Any Proposer engaging in such prohibited communications may be disqualified at any time in the sole discretion of IFA;

(D) Proposers shall not contact the following identified stakeholders regarding the Project, including employees, representatives, members, consultants and advisors of the entities listed below. The Project Sponsors will provide any necessary coordination during the RFQ process, including the evaluation stage, with such entities in order that, among other things, the procurement be implemented in a fair, competitive and transparent manner and with uniform information:

- Kentucky Transportation Cabinet (KYTC)
- City of New Albany, IN
- Floyd County, IN
- City of Jeffersonville, IN
- Town of Clarksville, IN
- Clark County, IN
- City of Louisville, KY
- Jefferson County, KY
- Kentuckiana Regional Planning and Development Authority (KIPDA)
- FHWA
- Environmental, regulatory and permitting agencies, including:
 - Indiana DNR Division of Historic Preservation and Archaeology (State Historic Preservation Officer)

- Kentucky Heritage Council (State Historic Preservation Officer)
- U.S. Coast Guard
- U.S. Army Corps of Engineers
- Indiana Department of Environmental Management
- Indiana Department of Natural Resources
- Kentucky Energy and Environment Cabinet
- Utilities
- Railroads, including:
 - Norfolk Southern Railroad

Information requests concerning these entities shall be sent to the RFQ Procurement Contact;

(E) Any communications determined to be prohibited or improper, at the sole discretion of IFA, may result in disqualification;

(F) Any official information, communications or correspondence regarding the Project will be disseminated from IFA's office in writing on agency letterhead and signed by either the RFQ Procurement Contact or IFA's Public Finance Director or designee; and

(G) The Project Sponsors will not be responsible for, and Proposers may not rely on, any oral or written exchange or any other information or exchange that occurs outside the official process specified herein.

8.2. Confidentiality and Disclosure of SOQs

8.2.1. Public Records Act

Once submitted, the SOQs shall become the property of IFA, may not be returned to Proposers and are subject to the Indiana Public Records Act, Indiana Code 5-14-3, and relevant provisions of Indiana Code 8-15.5 (collectively, the "Public Records Act"). Proposers are encouraged to familiarize themselves with the Public Records Act. In the event Proposer submits any documents that Proposer believes are not subject to disclosure pursuant to the Public Records Act, it must conspicuously mark each document "CONFIDENTIAL" in the header or footer of each such page affected.

Blanket designations that do not identify the specific information shall not be acceptable and may be cause for IFA to treat the entire SOQ as public information.

The Project Sponsors will not advise a Proposer as to the nature or content of documents entitled to protection from disclosure under the Public Records Act or other applicable laws, as to the interpretation of such laws, or as to the definition of a trade secret. Nothing contained in this provision shall modify or amend requirements and obligations imposed on the Project Sponsors by the Public Records Act or other applicable law. The Project Sponsors reserve the right to disagree with Proposer's assessment regarding confidentiality of information in the interest of complying with the Public Records Act. The provisions of the Public Records Act or other laws shall control in the event of a conflict between the procedures described above and the applicable law.

Information submitted by Proposers may be made available to FHWA representatives. IFA intends to follow procedures established by FHWA to avoid disclosure, to the extent possible, of such information under the Freedom of Information Act.

In the event of any proceeding or litigation concerning the disclosure of any material submitted by Proposer, IFA will be the custodian retaining the material until otherwise ordered by a court or such other authority having jurisdiction with respect thereto, and such Proposer will be responsible for otherwise prosecuting or defending any action concerning the material at its sole expense and risk; provided, however, that each of the Project Sponsors reserves the right, in its respective sole discretion, to intervene or participate in the litigation in such manner as it deems necessary or desirable. All costs and fees (including attorneys' fees and costs) incurred by IFA and INDOT in connection with any litigation, proceeding, or request for disclosure shall be reimbursed and paid by Proposer objecting to disclosure. Each Proposer shall be responsible for all of its own costs in connection with any litigation, proceeding, or request for disclosure.

In no event shall IFA, INDOT or any of their respective agents, representatives, consultants, directors, officers or employees be liable to a Proposer or Proposer team member for the disclosure of all or a portion of a SOQ submitted under this RFQ.

8.2.2. IFA Obligations During Discussions or Negotiations

Pursuant to Indiana Code 8-15.5-4-6, IFA may not disclose the contents of Proposals during discussions or negotiations with eligible offerors (Proposers).

8.3. Organizational Conflicts of Interest

It is IFA's policy that any person or firm under contract, or previously under contract, with either of the Project Sponsors to prepare procurement documents, preliminary plans, planning reports or other project development products for the Project will not be

allowed to participate in any capacity on a Proposer or Design-Build Contractor team as further defined in the INDOT P3 Guidelines available at:

https://www.in.gov/indot/files/P3_Implementation_Guidelines.pdf.

It is IFA's policy that any person or firm under contract with either of the Project Sponsors to perform "Procurement Services" as defined in the INDOT P3 Guidelines will not be allowed to participate in any capacity on a Proposer or Design-Build Contractor team. Exceptions to this policy may be granted by IFA, in its sole discretion, upon written request from such person or firm, if it is determined that the person's or firm's involvement is in the best interest of the public and does not constitute an unfair advantage. Proposer teams seeking such exception shall submit a written request as soon as possible because IFA shall not extend the SOQ Due Date or be responsible for any inability or failure to respond prior to the SOQ Due Date to any such request.

In addition to the foregoing, the organizational conflict of interest rules found in 23 CFR Part 636, Subpart A, including 23 CFR § 636.116, also apply to this procurement. 23 CFR § 636.103 defines an "organizational conflict of interest" as follows:

"Organizational conflict of interest means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the owner, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage."

Proposer shall provide information concerning organizational conflicts of interest and disclose all relevant facts concerning any past, present or currently planned interests that may present an organizational conflict of interest. Proposer shall state how its interests or those of any of its team members, consultants, contractors or subcontractors, including the interests of any chief executives, directors or key personnel thereof, may result in, or could be viewed as, an organizational conflict of interest.

Except in the event a conflict waiver is granted by IFA in its sole discretion, Proposer is prohibited from teaming with, receiving any advice from or discussing any aspect relating to the Project or the procurement of the Project with any person or entity having an organizational conflict of interest, including:

- Nossaman LLP
- Ice Miller LLP
- Michael Baker International, Inc.

- Parsons Transportation Group, Inc.
- C2 Strategic Communications
- EHI Consultants
- Kaskaskia Engineering Group
- SJCA P.C.
- VS Engineering, Inc.
- Terracon Consultants, Inc.
- KPFF Consulting Engineers
- Wiss, Janey, Elstner Associates, Inc.
- Palmer Engineering
- Beam, Longest and Neff, LLC
- HNTB Indiana, Inc.
- Affiliates of the foregoing

Such persons and entities are also prohibited from participating on a Proposer team as a Major Participant, contractor, subcontractor, consultant or subconsultant.

By submitting its SOQ, each Proposer agrees that, if an organizational conflict of interest is thereafter discovered, Proposer must make an immediate and full written disclosure to IFA that includes a description of the conflicts and the action that Proposer has taken or proposes to take to avoid or mitigate such conflict(s). If an organizational conflict of interest that Proposer knew, or should have known about, but failed to disclose is determined to exist during the procurement process, IFA may, at its sole discretion, disqualify Proposer at any time. If an organizational conflict of interest that Proposer knew, or should have known about, but failed to disclose exists and Proposer has entered into a PPA as Design-Build Contractor, IFA may, at its sole discretion, terminate the PPA at any time. In either case, the Project Sponsors reserve all legal rights and remedies.

Proposers are also advised that IFA's guidelines in this RFQ are intended to augment applicable federal and state law, including federal organizational conflict of interest laws and rules and the laws and rules relating to NEPA. Such applicable law will also apply

to Proposer teams and teaming and may preclude certain firms and their entities from participating on a Proposer team.

8.4. Limitations on Proposer Team Membership

8.4.1. Prequalification and Licensing Requirements

In order to be a Short-Listed Proposer, a Proposer team (inclusive of Proposer, its Major Participants and other identified subcontractors listed in the SOQ) shall, as of the SOQ Due Date, be prequalified by INDOT and KYTC to perform the scope and amount of services for the Project as set forth in this Part A, Sections 2.1.3(a), 2.1.3(b) and 2.1.3(c). In other words, the Proposer team, in the aggregate, must possess and meet all such required INDOT and KYTC prequalifications in accordance with this Part A, Sections 2.1.3(a), 2.1.3(b) and 2.1.3(c) and such prequalifications must be valid and in effect.

If a Proposer team does not have all required INDOT or KYTC prequalifications as set forth in this Part A, Sections 2.1.3(a), 2.1.3(b) and 2.1.3(c) as of the SOQ Due Date, such Proposer may still submit an SOQ and may be conditionally determined to be a Short-Listed Proposer so long as (i) it has submitted a prequalification package to INDOT and/or KYTC, as applicable, as of the SOQ Due Date that, if approved, would result in such Proposer team having, in the aggregate, all required INDOT and KYTC prequalifications as set forth in this Part A, Sections 2.1.3(a), 2.1.3(b) and 2.1.3(c); and (ii) all such required prequalifications are granted by INDOT and/or KYTC, as applicable, no later than 90 days after the SOQ Due Date.

The Project Sponsors shall bear no risk, responsibility or liability for any delay by a Proposer team in obtaining, or failure by a Proposer team to obtain, any prequalification and such Proposer assumes all risk, responsibility and liability therefor. Except as approved by IFA, in its sole discretion, no delay by INDOT and/or KYTC in the prequalification process and no appeal rights (even if successful) for any denial of a prequalification or other rights or remedies of the Proposer or any team member associated with the prequalification process shall apply to this requirement and timeline. Failure of a Proposer team that has been conditionally determined by IFA to be a Short-Listed Proposer to obtain the required prequalifications and deliver evidence thereof to IFA on or before 90 days after the SOQ Due Date may, in IFA's sole discretion, result in disqualification at any time from the procurement process and loss of eligibility to submit a Proposal and earn award of the PPA. Such determination shall be final and binding and not subject to protest or appeal.

Proposers are also advised that, as part of the RFP, they will be required to demonstrate evidence of additional prequalifications for their team for work required for

the Project pursuant to INDOT's and/or KYTC's prequalification process. Additional details shall be set forth in the RFP.

In addition to the above, other members of a Proposer team that will be undertaking work on the Project that requires an INDOT and/or KYTC prequalification or an Indiana and/or Kentucky license must be appropriately prequalified and licensed prior to performing the applicable work assigned to such member.

8.4.2. Participation on More Than One Proposer Team

To ensure a fair, competitive and unbiased procurement process, Major Participants (see definition in Part B, Volume 1, Section 2) are forbidden from participating, in any capacity, on another Proposer team during the course of the procurement in which their original Proposer team is involved. If a Proposer is not shortlisted as part of the RFQ evaluation process, the members of the unsuccessful Proposer team (including Major Participants) are, thereafter, free to participate on Short-Listed Proposer teams, subject to the requirements of this Part A, Sections 7.6 and 8.3. Any Proposer that fails to comply with the prohibition contained in this Part A, Section 8.4 may be disqualified from further participation as a Proposer for the Project. Individuals serving Key Personnel roles on one Proposer team may not serve Key Personnel roles on another Proposer team. In addition, entities that are under direct or indirect common ownership or that have the same upstream parent may not be on separate Proposer teams or act as Equity Members, Major Participants, Financially Responsible Parties or guarantors on separate Proposer teams.

8.5. Land Acquisition within the Project Right-of-Way

Prior to award of the PPA, no Proposer, including team members or Affiliates, may (i) negotiate, secure, acquire title to or close on an acquisition of real property (including an easement or temporary use) included within the Project ROW ("Restricted Property"), (ii) enter into an option to acquire or an acquisition contract relating to any Restricted Property; or (iii) engage in any predatory land or property acquisition practice.

9. PROTEST PROCEDURES; DEBRIEFINGS

9.1. Applicability

This Part A, Section 9 sets forth the exclusive protest remedies available with respect to this RFQ. These provisions prescribe the exclusive procedures for protests regarding:

- (a) allegations that the terms of this RFQ are wholly ambiguous, contrary to legal requirements applicable to the procurement, or exceed IFA's authority (including with respect to INDOT's role in the procurement or Project);
- (b) a determination as to whether an SOQ is responsive to the requirements of this RFQ or as to whether an SOQ passes the pass/fail criteria set forth in this RFQ; and
- (c) shortlist determinations.

9.2. Required Early Communication for Certain Protests

Protests concerning the issues described in this Part A, Section 9.1 may be filed only after Proposer has informally discussed the nature and basis of the protest with the Project Sponsors, following the procedures prescribed in this Part A, Section 9.2. Informal discussions shall be initiated by a written request for a one-on-one meeting delivered to the address specified in this Part A, Section 5.4. The written request shall include an agenda for the proposed one-on-one meeting. The Project Sponsors will meet with Proposer as soon as practicable to discuss the nature of the allegations. If necessary to address the issues raised in a protest, IFA may, in its sole discretion, make appropriate revisions to the RFQ documents by issuing addenda.

9.3. Deadlines for Protests

- (a) Protests concerning the issues described in this Part A, Section 9.1(a) must be filed as soon as the basis for the protest is known, but no later than 20 calendar days prior to the SOQ Due Date, unless the protest relates to an addendum to this RFQ, in which case the protest must be filed no later than 5 business days after the addendum is issued.
- (b) Protests concerning the issues described in this Part A, Section 9.1(b) must be filed no later than 5 calendar days after receipt of the notification of non-responsiveness or that an SOQ has failed any of the pass/fail criteria set forth in this RFQ.

(c) Protests concerning the issues described in this Part A, Section 9.1(c) must be filed no later than 7 calendar days after the earliest of the notification of the Short-Listed Proposers and the public announcement of the Short-Listed Proposers.

9.4. Content of Protest

Protests shall completely and succinctly state the grounds for protest, its legal authority, and its factual basis, and shall include all factual and legal documentation in sufficient detail to establish the merits of the protest. The protest shall also include the name and address of the protestor and the RFQ or contract number. Statements shall be sworn and submitted under penalty of perjury.

9.5. Filing of Protest

Protests shall be filed by hand delivery on or before the applicable deadline to IFA's Public Finance Director at Indiana Finance Authority, One North Capitol Avenue, Suite 900, Indianapolis, Indiana 46204, with concurrent copies (which shall not constitute notice) to INDOT's Deputy Commissioner of Major Projects and INDOT Chief Counsel, both at Indiana Department of Transportation, 100 North Senate Avenue, IGCN 758, Indianapolis, Indiana 46204, as soon as the basis for protest is known to Proposer. For any protests filed after the SOQ Due Date, Proposer filing the protest shall, at the request of IFA, promptly send a copy of the protest to the other Proposers whose addresses may be obtained by contacting the RFQ Procurement Contact.

9.6. Comments from Other Proposers

Other Proposers may file statements in support of or in opposition to a protest within 5 calendar days of the filing of the protest. IFA will promptly forward copies of all such statements to the protestant. Any statements shall be sworn and submitted under penalty of perjury.

9.7. Burden of Proof

The protestant shall have the burden of proving its protest by clear and convincing evidence. The Project Sponsors may, in their respective sole discretion, discuss the protest with the protestant and other Proposers. No hearing will be held on the protest. The protest shall be decided on the basis of written submissions.

9.8. Decision on the Protest

IFA's Public Finance Director or designee shall issue a written decision regarding the protest within 30 calendar days after the filing of the detailed statement of protest. If necessary to address the issues raised in a protest, IFA may, in its sole discretion, make appropriate revisions to this RFQ by issuing an addendum.

The written decision of IFA's Public Finance Director or designee shall be final, binding and non-appealable. INDOT may participate and provide input to IFA's Public Finance Director or designee in connection with any protest.

9.9. Protestant's Payment of Costs

If a protest is denied, Proposer filing the protest shall be liable for the costs reasonably incurred by the Project Sponsors to defend against or resolve the protest, including legal and consultant fees and costs, and any unavoidable damages sustained by the Project Sponsors as a consequence of the protest.

9.10. Rights and Obligations of Proposers

Each Proposer, by submitting its SOQ, expressly recognizes and agrees to the limitation on its rights to protest provided in this Part A, Section 9, and expressly waives all other rights and remedies that may be available to Proposer under law or otherwise. These provisions are included in this RFQ expressly in consideration for such waiver and agreement by Proposers. If a Proposer disregards, disputes, or does not follow the exclusive protest remedies provided in this Part A, Section 9, it shall indemnify, defend and hold the Project Sponsors and their respective officers, employees, agents, and consultants harmless from and against all liabilities, fees and costs, including legal and consultant fees and costs, and damages incurred or suffered as a result of such Proposer's actions. Each Proposer, by submitting a SOQ, shall be deemed to have irrevocably and unconditionally agreed to this indemnity obligation.

9.11. Debriefings

All Proposers submitting SOQs will be notified in writing as to whether they have been shortlisted. Proposers not shortlisted may request a debriefing. Debriefings shall be provided at the earliest time that appropriate person(s) within or affiliated with the Project Sponsors are available after notification of all of the Short-Listed Proposers. The debriefing shall be conducted by a procurement official familiar with the rationale for the shortlist decision and advisors of the Project Sponsors may also participate.

Debriefings shall:

- (a) Be limited to discussion of the unsuccessful Proposer's SOQ and may not include specific discussion of a competing SOQ;
- (b) Be factual and consistent with the evaluation of the unsuccessful Proposer's SOQ; and
- (c) Provide information on areas in which the unsuccessful Proposer's SOQ failed or had weaknesses or deficiencies.

Debriefing may not include discussion or dissemination of the thoughts, notes, or rankings of individual evaluators or advisors.

10. RESERVED RIGHTS

In connection with this procurement, the Project Sponsors reserve to themselves, individually and collectively, all rights (which rights shall be exercisable by the Project Sponsors, in their respective sole discretion) available to them under the Statute and applicable law, including, with or without cause and with or without notice, the right to:

- Modify the procurement process to address applicable law and/or the best interests of IFA, INDOT, KYTC, Kentucky and Indiana.
- Revise the scope, type, structure, or specific terms of this procurement.
- Modify the scope of the Project during the procurement process.
- Develop the Project, including any portion thereof, in any manner that it, in its sole discretion, deems appropriate, necessary or warranted. If IFA is unable to negotiate a PPA to its satisfaction with the Preferred Proposer, it may negotiate in succession with the next highest rated Proposer(s), terminate this procurement and pursue other development or solicitations relating to the Project or exercise such other rights under the Statute and/or other provisions of State law, as it deems appropriate.
- Cancel this RFQ or the subsequent RFP in whole or in part at any time prior to the execution by IFA of a PPA, without incurring any cost obligations or liabilities, except as otherwise provided in this Part A, Section 5.3.
- Issue a new request for qualifications after withdrawal of this RFQ or a subsequent RFP.
- Not shortlist any Proposer or all Proposers responding to this RFQ.
- Not issue an RFP.
- Reject any and all submittals, responses and SOQs received at any time.
- Modify all dates set or projected in this RFQ.
- Terminate evaluations of responses received at any time.
- Suspend and terminate PPA negotiations at any time, elect not to commence PPA negotiations with any Short-Listed Proposer, or engage in negotiations with other than the highest ranked Short-Listed Proposer.
- Issue addenda, supplements and modifications to this RFQ.

- Appoint evaluation committees to review SOQs, make recommendations and seek the assistance of outside technical, financial and legal experts and consultants in SOQ evaluation.
- Require confirmation of information furnished by a Proposer, require additional information from a Proposer concerning its SOQ and/or require additional evidence of qualifications to perform the work described in this RFQ, regardless of whether the information or evidence was explicitly required by the RFQ.
- Seek or obtain data from any source that has the potential to improve the understanding and evaluation of the responses to this RFQ, including personal experience of evaluators.
- Add or delete Proposer responsibilities from the information contained in this RFQ or any subsequent RFP.
- Negotiate with a Short-Listed Proposer without being bound by any provision in its Proposal.
- Waive deficiencies, nonconformities, irregularities, and apparent clerical mistakes in a SOQ or in the processes under this RFQ, accept and review a non-conforming SOQ or permit clarifications or supplements to a SOQ.
- Disqualify any Proposer that changes its submittal after the SOQ Due Date without IFA approval.
- Disqualify any Proposer under this RFQ, the RFP or during the period between the RFQ and RFP for violating any rules or requirements of the procurement set forth in this RFQ, the RFP or in any other communication from IFA.
- Add to the list of Short-Listed Proposers any Proposer that submitted a SOQ in order to replace a previously Short-Listed Proposer that withdraws or is disqualified from participation in this procurement.
- Not issue any notice to proceed after execution of the PPA.
- Design and construct some of the Project or the entire Project.
- Exercise any other right reserved or afforded to IFA under this RFQ or applicable laws and regulations.

This RFQ does not commit or bind IFA or INDOT to enter into a contract or proceed with the procurement described herein. Except as expressly set forth in this Part A, Section 5.3, neither of the Project Sponsors assumes any obligations, responsibilities, and liabilities, individually or jointly, fiscal or otherwise, to reimburse all or part of the costs incurred or alleged to have been incurred by parties considering a response to or responding to this RFQ, or any subsequent RFP. All of such costs shall be borne solely by each Proposer.

[END OF PART A]

PART B

Statement of Qualifications

Proposers are required to assemble their SOQ in the order prescribed and following the outline form contained in this Part B. Italics indicate explanations or instructions to Proposer as opposed to a request for information. For the convenience of Proposers, an outline of the submittal requirements is set forth in Exhibit A at the end of this RFQ.

SOQ CONTENTS – Volume 1

Volume 1 of the SOQ shall contain the following:

1. GENERAL

(a) **Form A** (transmittal letter). A duly authorized official of Proposer or lead firm must execute the transmittal letter in blue ink. For Proposers that are joint ventures, partnerships, limited liability companies or other associations, the transmittal shall be appended with letters on the letterhead stationery of each Equity Member, executed by authorized officials of each Equity Member, stating that representations, statements and commitments made in the SOQ on behalf of the Equity Member's firm have been authorized by, are correct, and accurately represent the role of the Equity Member's firm in the Proposer team. For all other Proposers, Proposer shall include evidence of authorization for the signatory (e.g., authorizing resolutions, excerpts from organizational documents, etc.).

(b) **Executive Summary:** An Executive Summary, not exceeding five pages. The Executive Summary shall be written in a non-technical style and shall contain sufficient information for reviewers with both technical and non-technical backgrounds to become familiar with Proposer's SOQ. The Executive Summary shall address why Proposer wants to become Design-Build Contractor.

(c) **Confidential Contents Index:** A page executed by Proposer that sets forth the specific items, including the section and page numbers within the SOQ at which such items are located that Proposer deems confidential information protected by the Public Records Act; provided, however, that if there are no page numbers for the specific item (and page numbers are not required pursuant to this RFQ), the index need not include page numbers, but should provide a clear description of the location of the item. Blanket designations that do not identify the specific information shall not be acceptable and may be cause for the Project Sponsors to treat the entire SOQ as public information. Notwithstanding the foregoing, the list required under this Subsection (c) is intended to provide input to the Project Sponsors as to the

confidential nature of a Proposer's SOQ, but in no event shall such list be binding on the Project Sponsors, determinative of any issue relating to confidentiality or a request under the Public Records Act or override or modify the provisions of the Statute or the responsibilities of the Project Sponsors thereunder.

2. Proposer and Team Structure and Experience

Proposers shall provide the following information as outlined in Sections 2.1, 2.2, 2.3 and 2.4, relevant to the identity, roles and qualifications of Proposer, Equity Members, Major Participants and any other team members that Proposer wishes to identify in its SOQ. Proposers shall provide the following information as outlined in this Part B, Volume 1, Section 2.5, describing relevant experience of Proposer and Major Participants. Proposer shall provide the following information as outlined in this Part B, Volume 1, Section 2.6, for each Key Personnel.

The term "Major Participant" shall mean the following team members:

- (a) The Lead Contractor (if not the Proposer or an Equity Member);
- (b) The lead engineering/design firm(s) (if not the Proposer or an Equity Member);
- (c) The lead painting firm (if not the Proposer or an Equity Member);
- (d) Each subcontractor (excluding concrete or asphalt pavement supply or installation subcontractors) that will perform work valued at 10% or more of the construction work;
- (e) Each subconsultant (other than the lead engineering/design firm) that will perform 30% or more of the design work; and
- (f) Any team members that are required for the Proposer team to satisfy the prequalification requirements for any work types described in Part A, Section 2.1.3(c). If a Proposer is not yet prequalified in all of such categories and is submitting its SOQ to be conditionally qualified pursuant to Part A, Section 8.4.1, team members that have submitted a prequalification package to INDOT and/or KYTC, as applicable, as of the SOQ Due Date in order to obtain the required prequalifications for the Project should be identified.

The term "Lead Contractor" shall mean the Proposer team member, whether a single entity or joint venture, primarily responsible for the construction of the Project.

2.1. Proposer

Identify the legal name of Proposer. If the name is a “doing business as” (“DBA”) or assumed name, identify underlying names, including all trade names. Identify a single point of contact (a real person) and include the following information: name, title, address, telephone number and e-mail address. Identify the legal name and nature of Proposer and the state of its organization. If the Proposer firm is structured as a consortium, partnership or other form of joint venture, as applicable, it must be structured on a joint and several basis. If Proposer is a consortium, partnership or any other form of a joint venture, the SOQ shall contain an executed teaming agreement, but if an executed teaming agreement does not yet exist, the SOQ shall contain the summary of the key terms of the anticipated agreement, including the percentages of ownership, roles of the various parties and anticipated execution date, which summary shall be executed and dated by all parties to the agreement. Executed teaming agreements or summaries of teaming agreement key terms shall be included in an appendix. If the Proposer, or any part of the Proposer, has branch offices, state which office(s) will be directing the work and which office(s) will be performing the majority of the work. Proposer’s response to this Part B, Volume 1, Section 2.1 and in the forms provided hereunder shall be consistent.

2.2. Equity Members

For each Equity Member of Proposer, identify the entity’s role, current and planned equity ownership percentage and the entity’s legal nature and state of organization. If a Proposer is a single entity, it will be deemed to be the sole “Equity Member” for purposes of this RFQ and the SOQ submittal requirements. If a Proposer is a joint venture, partnership or limited liability company, the Equity Members shall be all joint venturers, partners or members, as applicable. If a Proposer is structured as a consortium, partnership or other form of joint venture, as applicable, it must be structured on a joint and several basis and any joint venture agreement or other agreement must expressly so state.

2.3. Major Participants and Other Team Members

Identify all Major Participants and any other team members that Proposer wishes to identify (e.g., quality assurance firms, design subconsultants, etc.) in its SOQ at this time (“Other Team Members”). For each Major Participant and Other Team Member, identify the entity’s role and the entity’s legal nature and state of organization. If the lead engineering firm is a consortium, partnership or any other form of joint venture, the SOQ shall contain an executed teaming agreement, but if an executed agreement does not yet exist, the SOQ shall contain a summary of the key terms of the anticipated teaming agreement, including percentages of ownership, roles of the various parties and anticipated execution date. Executed teaming agreements or summaries of

teaming agreement key terms shall be included in an appendix to the SOQ. Proposers shall not include more than one Lead Contractor or lead engineering firm (provided that the foregoing does not preclude the Lead Contractor or lead engineer from being a consortium, partnership or any other form of joint venture as otherwise contemplated in this RFQ). If the Lead Contractor or lead engineering firm is structured as a consortium, partnership or other form of joint venture, as applicable, it must be structured on a joint and several basis and any joint venture agreement or other agreement must expressly so state. If any Major Participant, or any part of the Major Participant, has branch offices, state which office(s) will be directing the work and which office(s) will be performing the majority of the work.

2.4. Teaming

2.4.1. Proposer and Team Structure

Describe Proposer's team and management structure, including its teaming arrangements, allocation of roles and responsibilities within Proposer's team and how Proposer will institutionally operate. Describe how Proposer's management structure will facilitate completion of all work required for the Project.

2.4.2. Prior Teaming

(a) Identify instances in the past 10 years (measured from the date of issuance of this RFQ) where some or all of the Proposer team has successfully worked together on a design-build transportation project that includes services comparable to the expected scope of work of the Project. Identify the project, dates of teaming, and the roles of the respective team members on such projects, including whether the entities worked as a team (e.g., design-build contractor and designer on a design-build project, as joint venturers on a project, or through a contractor-subcontractor relationship) or were not a team and only worked on the same project (e.g., contractor and owner's designer on a design-bid-build project or as separate subcontractors/subconsultants on the same project).

(b) Identify instances in the past 10 years (measured from the date of issuance of this RFQ) where some or all of the Key Personnel have successfully worked together on a design-build transportation project that includes services comparable to the expected scope of work of the Project. Identify the project, dates of teaming, and the roles of the respective Key Personnel on such projects, including whether they worked on the same team or just on the same project.

2.5. Relevant Experience

2.5.1. Minimum Qualifications

Proposer shall confirm in writing that (i) Proposer, (ii) each of its Equity Members, or (iii) any predecessor-in-interest to the entities referred to in clauses (i) or (ii) has completed a comparable project in North America within two (2) years of the date of the SOQ Due Date. As used in this Part B, Volume 1, Section 2.5.1 only, “comparable project” shall have the meaning provided for such term in Part A, Section 7.3(i). In assessing this Part B, Section 2.5.1(i), IFA will also consider the experience of Major Participants and/or their Affiliates.

2.5.2. Experience

Proposers shall provide the following information, describing relevant experience held by Proposer and Major Participants, as applicable, with:

- Design and construction, reconstruction, or rehabilitation of interstate highways and major bridges; in particular, river crossings, complex, and long-span bridge structures.
- Experience in delivering design-build projects; in particular those delivered on schedule or ahead of schedule and those with a total value of \$100 million or more.
- Integration of design, utility relocation, environmental activities, and construction.
- Permitting, coordination and oversight by U.S. federal agencies such as the Army Corps of Engineers, the Coast Guard, and FHWA on environmentally sensitive transportation projects.
- Design and construction of interstate highways and interstate highway interchanges in urban corridors with significant maintenance of traffic issues and delivery under live traffic conditions, including high volumes of truck traffic and efforts to minimize and mitigate construction impacts to the public through innovative maintenance of traffic and phased construction.
- Painting large, complex steel-structures over water.

FORM E: Proposers shall submit **Form E** and include up to eight projects in the aggregate for the entire Proposer team with respect to the above categories of this Part B, Volume 1, Section 2.5 in which the Proposer team member played a significant role during the past 10 years. For each project, include a project description describing the role of the entity on such project, relevance of the project

and the entity's experience on such project and why that experience will provide value to IFA on the Project should Proposer be awarded the PPA.

2.6. Form B-1, Organizational Charts and Key Personnel Resumes

Provide **Form B-1**. Append an organizational chart to **Form B-1** that sets forth Proposer's structure, teaming arrangements and reporting requirements. Provide a separate organizational chart setting forth Key Personnel and other material personnel the Proposer wishes to identify and reporting relationships. A separate resume (two pages maximum) for each Key Personnel shall also be provided in an appendix. Each resume shall state the specific role(s) that each person listed will potentially fulfill for the Project and may describe how the person(s) prior experience relates to their potential role(s) in connection with the Project. For each project listed in a resume, include the individual's employer at the time, the name and location of the project, project number (if applicable), dates of work performed on the project and a description of the work or services provided and role on the project. If more than one role was played, identify the dates and duration of each role. References for each individual shall be placed on that individual's respective resume.

Three references (no more than one per project) for each of the Key Personnel for projects worked on during the past 10 years must be supplied; provided, however, that where the individual has only worked on one or two projects during the past 10 years (measured from the date of issuance of this RFQ), Proposer shall: (i) affirmatively state that such individual has only worked on one or two projects during the past 10 years (measured from the date of issuance of this RFQ); (ii) include references for each of such projects; and (iii) include references for projects worked beyond the past 10 years (measured from the date of issuance of this RFQ) so that the number of references equals three in total.

References shall be previous owners or agencies with whom the identified personnel have worked within the past 10 years (measured from the date of issuance of this RFQ) and which appear on the identified Key Personnel's resume. The references information shall include the name of the project the reference is from and the name, position, company or agency, current postal and e-mail addresses and phone numbers of the reference. Proposers are requested to verify that contact information is correct and are advised that if the contact information provided is not current, IFA may elect to exclude the experience represented in determining the Key Personnel's qualifications.

An express, written statement from each entity employing such individuals committing that the individuals designated in the SOQ as Key Personnel shall be available to serve the role so identified in connection with the Project.

While IFA recognizes that personnel availability and scheduling issues impact the Proposers, Proposers are urged only to identify and proffer personnel that they reasonably believe will be available for, and intend to assign to work on, the Project for the positions identified.

Note that in order for a Proposer to remain eligible to submit a Proposal after it has been placed on the shortlist, the Proposer's Key Personnel as identified in the SOQ must remain intact for the duration of the procurement process (i.e., until execution of the PPA), unless otherwise approved in writing by IFA. If a Proposer wishes to make changes in Key Personnel identified in its SOQ, the Proposer shall submit to IFA a written request for IFA's approval, in its sole discretion, of the change as soon as possible but in no event later than the date and time included in the RFP. Proposer may not make any changes in any Key Personnel identified in its SOQ after this deadline, except in unusual circumstances beyond its control, in which case IFA, in its sole discretion, will consider such requests.

Requests to change Key Personnel shall be sent to the RFQ Procurement Contact as set out in Part A, Section 5.4, and shall include the information requested for the corresponding Key Personnel in the RFQ. Proposer shall submit one original and five copies of each such request package.

The Project Sponsors will review requests to implement changes in Key Personnel but IFA is under no obligation to approve such requests and may approve or disapprove in writing a portion of the request or the entire request at its sole discretion. Failure to obtain IFA's approval for changes in Key Personnel during the procurement process may result in disqualification of the Proposer by IFA.

For purposes of this RFQ, the following positions are Key Personnel:

A. **Project Manager** – The Project Manager is responsible for all aspects of the Project, including overall design, environmental compliance, construction, quality management, and contract administration. Targeted/desired experience for the Project Manager includes 15 years of design-build experience managing the design and construction of major bridge structures, such as complex bridge construction, reconstruction and rehabilitation, major highways, and interstate-to-interstate interchanges. The Project Manager shall be assigned to the Project full time and shall be required to be on-site for the duration of the Project.

B. **Design Manager** – The Design Manager is responsible for ensuring the overall Project design is completed and all design requirements are met. Targeted/desired experience for the Design Manager includes at least 10 years of recent experience (design-build experience preferred) managing the design of major bridge structures,

such as complex bridge construction, reconstruction and rehabilitation, major highways, and interstate-to-interstate interchanges. This person must be a registered professional engineer in the States of Indiana and Kentucky or be able to obtain licensure by award of the PPA. The Design Manager shall be assigned to the Project full time and be readily available on-site when design activities are being performed. During construction, the Design Manager shall be readily available for on-site consultation and to coordinate designer-initiated and contractor-initiated plan, design, specification, and quantity revisions.

C. Structural Design Lead Engineer - The Structural Design Lead Engineer is responsible for ensuring all structural components on the Project are completed and all design requirements are met. Targeted/desired experience for the Structural Design Lead Engineer includes at least 10 years of recent experience (design-build experience preferred) designing highway bridge structures, rehabilitation of complex and long span bridge structures and having been Engineer of Record for at least one completed rehabilitation bridge project similar in scope and budget to the Project. Targeted/desired experience also includes Level 2 complex bridge design in accordance with INDOT prequalification requirements, and as outlined in INDOT Design Memorandum No. 17-20. In addition to the criteria listed in Memorandum No. 17-20, complex bridges shall also include: accelerated bridge construction (ABC), spans over 200 feet in length, arch bridges, truss bridges, and bridges requiring three-dimensional finite element analysis for design and/or load rating. They must be a registered professional engineer in the States of Indiana and Kentucky or be able to obtain licensure by award of the PPA. The Structural Design Lead Engineer shall be available on-site for weekly meetings in the project office.

D. Construction Manager – The Construction Manager is responsible for managing the construction of the Project. Targeted/desired experience for the Construction Manager includes at least 10 years of recent management experience (design-build experience preferred), with construction of major highways, interstate-to-interstate interchanges and bridge-structures with complex maintenance of traffic challenges. The Construction Manager shall be assigned to the Project full time and will be required to be on site for the duration of the Project.

E. Design-Build Coordinator – The Design-Build Coordinator is responsible for providing overall coordination between design and construction of the Project. The Design-Build Coordinator should provide oversight and supervision over the technical work of the design team and work to resolve issues, including review of plans and designer submittals to ensure project and constructability standards are met. The Design-Build Coordinator should have a strong understanding of the technical and contractual requirements of the Project. Targeted/desired experience for the Design-Build Coordinator includes at least 10 years of recent experience (design-build

experience preferred) with construction of major highways, interstate-to-interstate interchanges and bridge structures. The Design-Build Coordinator shall be assigned to the Project full time and be readily available on-site when design and construction activities are being performed. During construction, the Design-Build Coordinator shall be readily available for on-site consultation and to coordinate designer-initiated and contractor-initiated plan, design, specification, and quantity revisions.

As used in this RFQ, desired/targeted experience is not a mandatory requirement, but, instead, is an indication of the level of experience that the Project Sponsors view as appropriate for the position and which may be considered as part of the evaluation. IFA may include mandatory requirements for Key Personnel in the RFP but does not anticipate increasing the years of experience requirements.

Proposers should note that, notwithstanding that a Proposer may be shortlisted, IFA may disapprove a particular Key Personnel individual and require a Short-Listed Proposer to replace such individual. In addition, IFA may identify additional personnel as "Key Personnel" in the RFP and require approval of such personnel prior to the Proposal Due Date.

Additional personnel may be included in the SOQ and should be shown on the organizational chart.

2.7. Proposer Legal Information

The following information regarding legal issues affecting Proposer and its team members shall be submitted:

2.7.1. Legal Issues

Identify and explain any significant current or anticipated federal or state legal issues relating to Proposer, any Equity Members and Major Participants that must be resolved in a favorable way to the applicable entity in order to deliver the Project and perform its obligations under a PPA.

2.7.2. Legal Liabilities

Provide a list and a brief description (including the contract value and amount at issue) of all instances during the last five years (measured from the date of issuance of this RFQ) involving transportation projects and those projects listed by Proposer in response to the submittal requirements set forth in Part B, Volume 1, Section 2.5 in which Proposer, any Equity Member, any Major Participant and any Affiliate of the foregoing was (i) determined, pursuant to a determination in a court of law, arbitration proceeding or other dispute resolution proceeding, to be liable for a material breach of contract, or (ii) terminated for cause. For each instance, identify an owner's representative with a

current telephone number and e-mail address. If there are no such instances, provide an affirmative statement to that effect.

For purposes of this Part B, Volume 1, Section 2.7.2 and Part B, Volume 1, Section 2.7.3, "Affiliate" means and includes parent companies at any tier, subsidiary companies at any tier, entities under common ownership, joint ventures and partnerships involving such entities (but only as to activities of joint ventures and partnerships involving the Proposer, any Equity Member or any Major Participants as a joint venture or partner and not to activities of other joint ventures or partners not involving the Proposer or Major Participant), and any Financially Responsible Party, that, within the past five years (measured from the date of issuance of this RFQ) have (i) engaged in business or investment in North America; or (ii) have been involved with any project listed by an entity in Part B, Volume 1, Section 2.5. In this context, "common ownership" does not include (a) the holding of stock in a publicly-traded company, unless such stock ownership is a majority position or results in control of the affected entity and (b) common ownership with Proposer's parent(s) only, unless Proposer's parent(s) is/are Financially Responsible Party/ies.

For purposes of this Part B, Volume 1, Section 2.7.2 and Part B, Volume 1, Section 2.7.3, "transportation projects" means any project relating to transportation or transportation facilities (e.g., airport terminals would be "transportation projects," but buildings unrelated to transportation (e.g., a courthouse) would not).

2.7.3. Legal Proceedings

A. Provide a list and a brief description (including the contract value, amount at issue and resolution) of each arbitration, litigation, dispute review board and other formal dispute resolution proceeding occurring during the last five years (measured from the date of issuance of this RFQ) related to a transportation project in North America involving a claim or dispute between the project owner and Proposer, any Equity Member, any Major Participant or any Affiliate of the foregoing involving an amount in excess of the smaller of (a) 2% of the original contract value or (b) \$200,000 on projects with a contract value in excess of \$10 million. Include items that were subject to arbitration, litigation, dispute review board or other formal dispute resolution proceedings even if settled without completion of the proceeding. State the original amount in dispute and the ultimate resolution and amount recovered or paid, if any. For each instance, identify an owner's representative with a current telephone number and e-mail address.

If there are no such matters to report, provide an affirmative statement to that effect

B. Include a similar list and description as in Subsection (A) above for all projects included in Proposer's response to the submittal requirements set forth in Part B,

Volume 1, Section 2.5 involving an amount in excess of \$100,000, regardless of the contract value. For each instance, identify an owner's representative with a current phone number and e-mail address. If an e-mail address is not available, so state.

If there are no such matters to report, provide an affirmative statement to that effect.

With respect to the information solicited in this Part B, Volume 1, Sections 2.7.1, 2.7.2 and 2.7.3, failure to fully disclose this information, conditional or qualified submissions (i.e., "to our knowledge", "to the extent of available information", "such information is not readily available", "such information is not maintained in the manner requested", etc.) to requests or questions posed, incomplete or inaccurate submissions or non-responsive submissions, or failure to provide information enabling the Project Sponsors to contact owner representatives may, in the sole discretion of IFA, lead to lower scoring or a "fail" rating in the pass/fail evaluation for the team or disqualification from the procurement process.

3. Approach to Project

The Approach to Project shall include:

- A description of how the design organization will be structured and managed to deliver the design for the Project during startup, design and post-design time periods. Include location of the work, communications and coordination within the team including subconsultants, and coordination and interface with the administration and construction organizations.
- A description of how the administration and construction organizations will be structured and managed to deliver the Project during startup, design and construction time periods. Include communications and coordination within the team including subcontractors, and coordination and interface with the design organization.
- A description of Proposer's general approach to the design and construction of the Project, including timely delivering a high-quality Project.
- A description of Proposer's understanding of the Project goals.
- A description of Proposer's general approach to design and construction quality control/quality assurance and Project oversight.
- A description of Proposer's approach to ensuring that adequate materials, equipment and qualified personnel resources are available to Proposer so that it can and will commit to the performance of Design-Build Contractor's work. Provide the current backlog of Proposer, any Equity Member, Major Participant or Lead Contractor and their respective capacities to perform Design-Build Contractor's work.

- A description of Proposer's understanding as to the most significant risks to the parties with respect to the design and construction of the Project, and how those risks can be addressed, mitigated or allocated to provide best value to IFA.
- Proposer's philosophy on how IFA, INDOT, Proposer, key stakeholders and other third parties will work together in connection with the design and construction of Project in terms of allocation of work, implementation and delivery. Describe Proposer's view of the anticipated nature of participation by the Project Sponsors sought by Proposer in connection with the Project and how that will help to achieve success.

4. Additional Materials

4.1.1. Forms B-2 and C

Provide executed originals of **Form B-2** and **Form C** for Proposer and each Equity Member, Major Participant and Financially Responsible Party.

4.1.2. Certificate of Pre-Qualification Materials

Provide Proposer's and each Major Participant's certificate of prequalification for each of the categories set forth in Part A, Sections 2.1.3(a), 2.1.3(b) and 2.1.3(c). If the Proposer team does not possess the required prequalifications and is submitting its SOQ pursuant to Part A, Section 8.4.1, Proposer shall provide a letter from Proposer's chief executive officer, president, managing partner or equivalent, or from such relevant entity of Proposer's team that is seeking prequalification, certifying that Proposer has submitted relevant prequalification documentation and the date such documentation was submitted. Such documentation shall include a complete Form CR-1.

4.1.3. Form D

Provide a completed **Form D**.

4.1.4. Form F

Provide, for Proposer and all Equity Members and Major Participants (other than design firms), a completed **Form F** (irrespective of whether Proposer is prequalified with INDOT).

SOQ CONTENTS – Volume 2

Volume 2 of the SOQ shall contain the items described below, in Sections A through E. Proposers shall package the information requested separately for each entity comprising the Proposer team and with a cover sheet identifying the name of the entity and its role on the Proposer's team (i.e., Proposer, Equity Member, Lead Contractor (if not the Proposer or an Equity Member) or Financially Responsible Party, as applicable).

Section A Financial Statements

Provide audited financial statements for Proposer, each Equity Member and, if applicable, the Lead Contractor and each Financially Responsible Party, for the three most recently completed fiscal years. In each case, if the entity is a consortium, partnership or any other form of a joint venture, provide financial statements for all such members. If unaudited financial statements are provided, Proposer should state that audited statements are not available and when audited statements will next be available.

If the entity has been in existence for less than three fiscal years, Proposer shall expressly state that such entity has been in existence for less than three fiscal years and shall provide financial statements for the number of fiscal years (or portions of fiscal years) it has been in existence.

The financial statements shall include:

- i. Opinion Letter (Auditor's Report);
- ii. Balance Sheet;
- iii. Income Statement;
- iv. Statement of Cash Flow; and
- v. Footnotes

The financial statements must meet the following requirements:

(a) **GAAP/IFRS:** Financial statements must be prepared in accordance with U.S. Generally Accepted Accounting Principles ("**U.S. GAAP**") or International Financial Reporting Standards ("**IFRS**"). If financial statements are prepared in accordance with principles other than U.S. GAAP or IFRS, a letter must be provided from a certified public accountant discussing the areas of the financial statements that would be affected by a conversion to U.S. GAAP or IFRS. A restatement of the financial information in accordance with U.S. GAAP or IFRS is not required.

(b) **U.S. Dollars:** Financial statements shall be provided in U.S. dollars, if available. If financial statements are not available in U.S. dollars, the Proposer must

include summaries of the Income Statements, Statements of Cash Flow, and Balance Sheets for the applicable time periods converted to U.S. dollars by a certified public accountant with a description of the formula for conversion.

(c) **Audited:** Financial statements must be audited by an independent party qualified to render audit opinions (e.g., a certified public accountant). If audited financials are not available for an entity, the SOQ shall include unaudited financial statements for such entity, certified as true, correct and accurate by the chief executive, chief financial officer or treasurer (or by such equivalent position or role) of the entity and indicate when audited statements will next be available.

(d) **English:** Financial statement information must be prepared in English. If audited financial statements are prepared in a language other than English, then, subject to Part A, Section 6.2, translations of all financial statement information must accompany the original financial statement information.

(e) **Newly Formed Entity:** If Proposer, any Equity Member or, if applicable, Lead Contractor and any Financially Responsible Party, is a newly formed entity and does not have independent financial statements, financial statements for the equity owners of such entity shall be provided (and the entity shall expressly state that the entity is a newly formed entity and does not have independent financial statements), along with an indication of when independent financial statements will first be available.

(f) **SEC Filings:** If any entity for which financial information is submitted hereby files reports with the Securities and Exchange Commission, then such financial statements shall be provided through a copy of their annual report on Form 10K. For all subsequent quarters, provide a copy of any report filed on Form 10Q or Form 8-K which has been filed since the latest filed Form 10K.

(g) **Confidentiality:** Proposer shall identify any information which it believes is entitled to confidentiality by placing the word “confidential” on each page as described in Part A, Section 8.2.1.

(h) **Credit Ratings:** Proposer shall provide a list identifying: (i) each entity for which financial statements are provided; (ii) a statement indicating whether each entity has a credit rating from a nationally recognized rating agency (such as Fitch Ratings, Moody’s Investor Service, and Standard & Poor’s Ratings Group); and (iii) if so, providing a copy of its current credit rating. If Proposer does not have a credit rating, provide a statement to that effect.

Section B Material Changes in Financial Condition

Provide information regarding any material changes in financial condition for the Proposer, each Equity Member and, if applicable, Lead Contractor and each Financially Responsible Party, for the past three fiscal years and anticipated for the next reporting period. In each case, if any of the foregoing entities is a consortium, partnership, or any other form of a joint venture, provide this information for all such members.

If no material change has occurred and none is pending, each of the entities shall provide a letter from their respective chief executive officer, chief financial officer, or treasurer (or equivalent position or role) so certifying.

In instances where a material change has occurred, or is anticipated, the affected entity shall provide a statement describing each material change in detail, actual and anticipated association changes or disruptions in executive management, the likelihood that the developments will continue during the period of performance of the Project responsibilities, and the projected full extent, nature and impact, positive and negative, of the changes experienced and anticipated to be experienced in the periods ahead. Include discussion of how the change is anticipated to affect the organizational and financial capacity, ability, and resolve of the Proposer, each Equity Member, Lead Contractor and each Financially Responsible Party, as applicable, to remain engaged in this procurement and submit a responsive proposal.

Estimates of the impact on revenues, expenses, and the change in equity will be provided separately for each material change and certified by the chief executive officer, chief financial officer, or treasurer (or equivalent position or role).

References to the notes in the financial statements are not sufficient to address the requirement to discuss the impact of material changes.

Where a material change will have a negative financial impact, the affected entity shall also provide a discussion of measures that would be undertaken to insulate the Project and the Project responsibilities from any recent material changes and those currently in progress or reasonably anticipated in the future.

If the financial statements indicate that expenses and losses exceed income in each of the three completed fiscal years or in the aggregate over such period (even if there has not been a material change), the affected entity shall provide a discussion of measures that will be undertaken to make the entity profitable in the future and an estimate of when the entity will be profitable.

Below is a representative list of events intended to provide examples of what IFA considers a material change in financial condition. This list is intended to be indicative only and not exhaustive. At the discretion of IFA, any failure to disclose a prior or pending material change may result in disqualification from further participation in the selection process.

List of Representative Material Changes

- (i) An event of default or bankruptcy involving the affected entity, or the parent corporation of the affected entity;
- (j) A change in tangible net worth of 10% of shareholder equity;

(k) A sale, merger or acquisition exceeding 10% of the value of shareholder equity prior to the sale, merger or acquisition which in any way involves the affected entity or parent corporation of the affected entity;

(l) A downgrade in credit rating for the affected entity or parent corporation of the affected entity;

(m) Non-payment of any debt service;

(n) Inability to meet material conditions of loan or debt covenants by the affected entity or parent corporation of the affected entity which has required or will require a waiver or modification of agreed financial ratios, coverage factors or other loan stipulations, or additional credit support from shareholders or other third parties;

(o) In the current and three most recently completed fiscal years or in the aggregate over the three most recently completed fiscal years, the affected entity or the parent corporation of the affected entity either: (i) incurs a net operating loss; (ii) sustains charges exceeding 5% of the then shareholder equity due to claims, changes in accounting, write-offs or business restructuring; or (iii) implements a restructuring/reduction in labor force exceeding 200 positions or involves the disposition of assets exceeding 10% of the then current shareholder equity; or

(p) Other events known to the affected entity which represents a material change in financial condition over the past three fiscal years or may be pending for the next reporting period.

Section C Financially Responsible Party Letter of Support

If financial statements of a Financially Responsible Party are provided to demonstrate financial capability of Proposer, Equity Members or, if applicable, the Lead Contractor, an appropriate letter from the applicable Financially Responsible Party must be provided confirming that it will financially support all the obligations of Proposer, the Equity Member or, if applicable, the Lead Contractor, as applicable with respect to the Project responsibilities. If financial statements are not provided for a Proposer, the entity that supplies the financial statements shall be a Financially Responsible Party. This letter must be signed by the chief executive officer, chief financial officer or treasurer (or equivalent position or role) of the Financially Responsible Party.

If a Financially Responsible Party is identified for the Lead Contractor, then such Financially Responsible Party may, in IFA's sole discretion, be required to guarantee the performance of the Lead Contractor.

Proposers shall note that IFA may, based upon the review of the information provided pursuant to this Part B, Volume 2, or Proposer's form of organization, specify that an acceptable Financially Responsible Party or a parent or affiliate guaranty is required as a condition precedent prior to qualification or award of the PPA.

For purposes of this Section C, (a) “parent company” means parent companies at any tier and (b) “affiliate company” means: (i) subsidiary companies at any tier; (ii) entities under common ownership; (iii) joint ventures and partnerships involving such entities (but only as to activities of joint ventures and partnerships involving Proposer, any Equity Member or, if applicable, Lead Contractor, as a joint venturer or partner and not to activities of other joint venturers or partners not involving Proposer, any Equity Member or, if applicable, Lead Contractor); and (iv) other financially liable or responsible parties for the entity.

Section D Off-Balance Sheet Liabilities

For each entity for which financial information is submitted, provide a letter from the chief financial officer or treasurer (or equivalent position or role) of the entity or the certified public accountant: (a) identifying all off-balance sheet liabilities or arrangements in excess of \$25 million dollars in the aggregate; or (b) stating there are no such off-balance sheet liabilities or arrangements.

Section E Surety Letter

Provide a letter from an Eligible Surety indicating that the Proposer team is capable of obtaining a performance bond (or bonds) and a payment bond (or bonds), each in a minimum aggregate stated amount of \$150 million, in each case, as evidence of Proposer’s bonding capacity. Letters can be provided that exceed the \$150 million aggregate, but letters indicating “unlimited” bonding capability are not acceptable.

The letter must specifically state that the surety/insurance company has: (a) read this RFQ and any addenda; and (b) evaluated the Proposer’s backlog and work-in-progress in determining its bonding capacity.

In instances where the response to this Part B, Volume 2, Section E, contains descriptions of proposed or anticipated material changes in the financial condition of the Proposer as required for the next reporting period, a certification that the Eligible Surety’s analysis specifically incorporates a review of the factors surrounding the proposed or anticipated material changes in the financial condition of the Proposer and identifying any special conditions which may be imposed before issuance of surety bonds for the Project responsibilities.

If a Proposer or other entity required to obtain the bonds is a joint venture, partnership, limited liability company or other association, separate letters for one or more of the individual equity owners are acceptable, as is a single letter covering all equity owners of such entity; provided, however, that each separate letter provided must reference the specific portion of the \$150 million amount that the Eligible Surety is indicating it is willing to provide. Statements such as the “entity’s share of the work/bond amount” or the like are not acceptable.

The Project Sponsors have not yet determined the specific amount or form of payment and performance bonds that it will require for the Project responsibilities. Proposers are

advised that the RFP may, to the extent commercially available and determined appropriate by the Project Sponsors for the Project responsibilities, require payment and performance bond amounts in an amount other than the amounts referenced in this RFQ. The Project Sponsors shall delineate such requirements, which will be consistent with applicable law, in the RFP.

[END OF PART B]

PART C FORMS AND EXHIBIT

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**FORM A
TRANSMITTAL LETTER**

SHERMAN MINTON CORRIDOR PROJECT

PROPOSER: _____

SOQ Date: January 7, 2020

Indiana Finance Authority
Attn: Silvia Perez
One North Capitol Avenue, Suite 900
Indianapolis, Indiana 46204
Telephone: (317) 234-7701
Email: SMCPDBBV@indot.in.gov

The undersigned ("Proposer") submits this Statement of Qualifications (this "SOQ") in response to the Request for Qualifications dated October 25, 2019 (as amended, the "RFQ"), issued by the Indiana Finance Authority (IFA) to design and construct the Project. Initially capitalized terms not otherwise defined herein shall have the meanings set forth in the RFQ.

Enclosed, and by this reference incorporated herein and made a part of this SOQ, are the following:

Volume 1

- Transmittal Letter (this **Form A**);
- Executive Summary;
- Confidential Contents Index;
- Proposer and Team Structure and Experience (including **Form B-1**);
- Approach to Project;
- **Forms B-2 and C**;
- INDOT and KYTC Certificates of Qualification or Letter Regarding Application for Certificate;
- **Form D**;
- **Form E**; and
- **Form F**.

Volume 2

- Financial Materials

Proposer acknowledges access to all materials posted on the Procurement Website and the following addenda and sets of questions and answers to the RFQ:

Addendum # ___ issued on

Q&A Matrix #___ issued on

[Proposer to list any other addenda to this RFQ and sets of questions and answers by dates and numbers prior to executing Form A]

Proposer represents and warrants that it has fully read the RFQ and agrees to abide by the contents and terms of the RFQ and the SOQ.

Proposer understands that IFA is not bound to shortlist any Proposer and may, in its sole discretion, reject any SOQ that IFA may receive.

Proposer further understands that all costs and expenses incurred by it in preparing this SOQ and participating in the Project procurement process will be borne solely by Proposer, except, to the extent of any payment offered by IFA for work product, as described in Part A, Section 5.3 of the RFQ.

Proposer agrees that the Project Sponsors will not be responsible or liable for any errors, omissions, inaccuracies or incomplete statements in the RFQ.

Proposer acknowledges and agrees to the protest provisions and understands that it limits Proposer's rights and remedies to protest or challenge the RFQ or any determination or shortlisting thereunder.

This SOQ shall be governed by and construed in all respects according to the laws of the State of Indiana, without regard to any conflict of laws principles or provisions.

Proposer's business address:

(No.)	(Street)	(Floor or Suite)
-------	----------	------------------

(City)	(State or Province)	(ZIP or Postal Code)	(Country)
--------	---------------------	----------------------	-----------

State or Country of Incorporation/Formation/Organization: _____

[insert appropriate signature block from following pages]

1. Sample signature block for corporation or limited liability company:

[Insert Proposer's name]

By: _____

Print Name: _____

Title: _____

2. Sample signature block for partnership or joint venture:

[Insert Proposer's name]

By: *[Insert general partner's or member's name]*

By: _____

Print Name: _____

Title: _____

[Add signatures of additional general partners or members as appropriate]

3. Sample signature block for attorney in fact:

[Insert Proposer's name]

Print Name: _____

Title: _____

Attorney in Fact

4. Sample signature block for a Proposer not yet formed as a legal entity:

[Insert Proposer name]

By: _____

Print Name: _____

Title: _____

**FORM B-1
PROPOSER TEAM SUMMARY**

PROPOSER	
CONTACT PERSON	
ADDRESS	
TELEPHONE NUMBER	
E-MAIL ADDRESS	

EQUITY MEMBER <i>(Duplicate for each Equity Member)</i>	
NAME OF FIRM	
CONTACT PERSON	
ADDRESS	
TELEPHONE NUMBER	
E-MAIL ADDRESS	

MAJOR PARTICIPANT <i>(Duplicate for each Major Participant)</i>	
NAME OF FIRM	
CONTACT PERSON	
ADDRESS	
TELEPHONE NUMBER	
E-MAIL ADDRESS	

FINANCIALLY RESPONSIBLE PARTIES (See <u>Part A, Section 2.9</u>) (<i>Duplicate for each</i> Financially Responsible Party)	
NAME OF FIRM	
CONTACT PERSON	
ADDRESS	
TELEPHONE NUMBER	
E-MAIL ADDRESS	

FORM B-2
INFORMATION REGARDING
PROPOSER, EQUITY MEMBERS, MAJOR PARTICIPANTS AND FINANCIALLY
RESPONSIBLE PARTIES

** Please do not leave any blank spaces; if not applicable, so state.*

Name of Proposer:

Name of Firm Completing **Form B-2**:

Firm's role on Proposer team (check one):

☐ Proposer; ☐ Equity Member; ☐ Major Participant; ☐ Financially Responsible Party

Year Established: _____

Individual Contact: _____

Individual's Title: _____

Firm's CEO/Chairman: _____

Federal Tax ID No. (if applicable): _____

Telephone No.: _____

North American Industry Classification Code: _____

Fax No.: _____

Name of Official Representative (if applicable): _____

Business Organization (check one):

☐ Corporations (If yes, then indicate the State/Country/Province and Year of Incorporation and complete Sections A-C and the Certification form (**Form C**) for the entity.)

☐ Partnership (If yes, complete Sections A-C and the Certification form (**Form C**) for each member.)

☐ Joint Venture (If yes, complete Sections A-C and the Certification form (**Form C**) for each member.)

☐ Limited Liability Company (If yes, complete Sections A-C and the Certification form (**Form C**) for each member.)

☐ Other (If yes, describe and complete Sections A-C and the Certification form (**Form C**))

A. Business Name: _____

B. Business Address: _____

Headquarters: _____

Office Performing Work: _____

Contact Telephone Number: _____

C. If the entity is a Joint Venture, Partnership or Limited Liability Company, indicate the name and role of each member firm in the space below. Complete a separate Information form (**Form B-2**) for each member firm and attach it to the SOQ. Also indicate the name and role of each Financially Responsible Party and attach a separate form.

<u>Name of Firm</u>	<u>Role</u>
_____	_____
_____	_____
_____	_____
_____	_____

Under penalty of perjury, I certify that the foregoing is true and correct, and that I am the firm's Official Representative:

By: _____

Print Name: _____

Title: _____

Date: _____

[Please make additional copies of this form as needed for each entity required to complete this form.]

**FORM C
CERTIFICATION**

Proposer: _____

Name of Firm Completing this Form: _____

1. Has the firm or any affiliate,* or any current officer, director or employee of either the firm or any affiliate, been indicted or convicted of bid (i.e., fraud, bribery, collusion, conspiracy, antitrust, etc.) or other contract related crimes or violations or any other felony or serious misdemeanor within the past 10 years (measured from the date of issuance of this RFQ)?

☐ Yes ☐ No

If yes, please explain:

2. Has the firm or any affiliate* ever sought protection under any provision of any bankruptcy act within the past 10 years (measured from the date of issuance of this RFQ)?

☐ Yes ☐ No

If yes, please explain:

3. Has the firm or any affiliate* ever been disqualified, removed, debarred or suspended from performing work for the federal government, any state or local government, or any foreign governmental entity within the past 10 years (measured from the date of issuance of this RFQ)?

☐ Yes ☐ No

If yes, please explain:

4. Has the firm or any affiliate* ever been found liable in a civil suit or found guilty in a criminal action for making any false claim or other material misrepresentation to a public entity within the past 10 years (measured from the date of issuance of this RFQ)?

☐ Yes ☐ No

If yes, as to each such inquiry, state the name of the public agency, the date of the inquiry, the grounds on which the public agency based the inquiry, and the result of the inquiry.

5. Has any construction project performed or managed by the firm or, to the knowledge of the undersigned, any affiliate* involved serious, repeated or multiple failures to comply with safety rules, regulations, or requirements within the past 10 years (measured from the date of issuance of this RFQ)?

☐ Yes ☐ No

If yes, please identify the team members and the projects, provide an explanation of the circumstances, and provide owner contact information including telephone numbers and e-mail addresses.

6. Has the firm or any affiliate* been found, adjudicated or determined by any federal or state court or agency (including, but not limited to, the Equal Employment Opportunity Commission, the Office of Federal Contract Compliance Programs and any applicable Indiana governmental agency) to have violated any laws or Executive Orders relating to employment discrimination or affirmative action within the past 10 years (measured from the date of issuance of this RFQ), including but not limited to Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. Sections 2000 *et seq.*); the Equal Pay Act (29 U.S.C. Section 206(d)); and any applicable or similar Indiana law?

☐ Yes ☐ No

If yes, please explain:

7. Has the firm or any affiliate* been found, adjudicated, or determined by any state court, state administrative agency, including, but not limited to, the Indiana Department of Labor, federal court or federal agency, to have violated or failed to comply with any law or regulation of the United States or any state within the past 10 years (measured from the date of issuance of this RFQ) governing any of common construction wages, (prevailing wages) (including but not limited to payment for health and welfare, pension, vacation, travel time, subsistence, apprenticeship or other training, or other fringe benefits) or overtime compensation?

☐ Yes ☐ No

If yes, please explain:

8. With respect to each of Questions 1-7 above, if not previously answered or included in a prior response on this form, is any proceeding, claim, matter, suit, indictment, etc. currently pending against the firm that could result in the firm being found liable, guilty or in violation of the matters referenced in Questions 1-7 above and/or subject to debarment, suspension, removal or disqualification by the federal government, any state or local government, or any foreign governmental entity?

☐ Yes ☐ No

If yes, please explain and provide the information requested as to such similar items set forth in Questions 1-7 above.

9. Has there been any instance where the firm or any affiliate*, or its owners, officers, or managing employees submitted a bid on a public works project and were found to be nonresponsive or were found by an awarding body not to be a responsible bidder?

☐ Yes ☐ No

If yes, please explain:

10. Has there been any settled adverse claim, dispute or lawsuit between the owner of a public works project and the firm or any affiliate* during the last five years in which the claim, settlement or judgment exceeded fifty thousand dollars (\$50,000)?

☐ Yes ☐ No

If yes, please explain (and include the amount of the claim, settlement, or judgment and other relevant details):

11. In the past five years has the firm or any affiliate* had liquidated damages assessed against it during or after completion of a contract?

☐ Yes ☐ No

If yes, please explain:

12. Has a surety for the firm or any affiliate* completed a contract on the entity's behalf or paid for completion because the entity was in default or terminated by the project owner within the last five years?

☐ Yes ☐ No

If yes, please explain:

13. In the past five years, has the firm or any affiliate* had any license, credential, or registration revoked or suspended?

☐ Yes ☐ No

If yes, please provide specific details including date(s), reason(s), for revocation or suspension, whether same was reinstated, and any conditions thereto:

* The term "affiliate" has the meaning set forth in Part B, Volume 1, Section 2.7.2 of the RFQ.

Under penalty of perjury, I certify that the foregoing is true and correct, and that I am the firm's Official Representative:

By: _____

Print Name: _____

Title: _____

Date: _____

[Please make additional copies of this form as needed for each entity required to complete this form.]

FORM D
ENTITIES PREQUALIFIED FOR SPECIFIC WORK TYPES

Work Type	Prequalified Entity
D(a) Highway or Railroad Bridges over Water	
D(c) Bridge Involving Protection of Railroad Tracks	
8.2 Complex Roadway Design	
9.1 Level 1 Bridge Design	
9.2 Level 2 Bridge Design	
14.5 Bridge Load Capacity Rating & Other Bridge Analysis/Testing	
[Bridge] Spans Less Than 500 Feet (Including Culvert Design)	
Level 3 Design Elements (INDOT) OR [Bridge] Spans Greater Than 500 Feet (KYTC)	

FORM E PROJECT INFORMATION

Entity Involved (e.g., Proposer, Equity Member, Major Participant or Affiliate, Project Name and Contract Number) (1)	Owner Information (2)	Project Description	Dates Work Performed	Construction Value: Original Contract Price and Final Contract Price	Project Role, Description and Amount of Work Performed (3)	Project Outcome or Current Status (4)

Notes:

- (1) If the specific entity that undertook the identified project is not the Proposer, Equity Member or Major Participant, as applicable, but rather an “Affiliate” of such entity, please expressly indicate and identify the entity and its relationship to Proposer, Equity Member or Major Participant, as applicable. At IFA’s sole discretion, such entity may be required to be a Financially Responsible Party and provide a guaranty of Design-Build Contractor under the PPA.
- (2) For owner information, provide owner’s name, address, contact name and current e-mail address and phone number.

- (3) Describe the work and state the percent or dollar value of the (a) design and construction work the entity performed/was responsible for (if the entity is a design-builder); (b) the construction work performed/was responsible for (if a Design-Build Contractor); or (c) the design work performed (if the entity is a designer). For example, a member of a JV with a 30% stake in a \$200 million project would insert 30% or \$60 million; an engineer that performed \$10 million worth of work on a \$100 million project would insert 10% or \$10million.
- (4) Identify and describe any increases in the original contract amount of the greater of \$500,000 or 5% of the original contract amount and any time extensions for completion or other deadlines/milestones and the reasons for such increases and/or time extensions. If none, indicate "none".

For design firms, projects or contracts listed that were traditional design-bid-build consultant/engineering services contracts, as opposed to, for example, design-build contracts, the information provided shall be limited only to the consultant/engineer services contract, rather than any ensuing construction contract where such entity had limited or no involvement.

For construction firms, for project or contracts listed using the traditional design-bid-build delivery method, the information provided shall be limited only to the construction contract rather than any design contract where such entity had limited or no involvement.

This form must be submitted for each project identified in Part B, Volume 1, Section 2.5 and may not exceed one page per project and 8 pages in the aggregate. This separate "Notes" page shall not be counted towards the 8 pages in the aggregate.

FORM F

CURRENT CONTRACTUAL OBLIGATIONS

Entries on this sheet shall include all construction work under contract or verbal performance agreement or pending award to the contractor signing, whether as principal or as subcontractor.

(Attach additional sheets as needed for each section)

LIST OF ALL UNEARNED WORK NOW UNDER CONTRACT WITH ANY OWNER, CONTRACTOR OR OTHER PARTY		
Contract Number	Contract Owner	Value of Unearned Work
Total of all Unearned Work Sublet		
\$ _____		

**LIST ALL UNEARNED WORK SUBLET AND APPROVED TO SUBCONTRACTORS ON
INDOT CONTRACTS**

Contract Number	Subcontractor	Work Type(s)	Value of Unearned Work

Total of all Unearned Work Sublet \$_____

**LIST ALL UNEARNED WORK NOW UNDER CONTRACT WITH ANY OWNER,
CONTRACTOR, OR OTHER PARTY IN THE PREQUALIFICATION WORK TYPE(S)
ASSIGNED TO THIS CONTRACT AND USED FOR BIDDING CAPACITY BY THE
PROPOSER**

Contract Number	Contract Entered Into With	Work Type(s)	Value of Unearned Work

Total of Unearned Work by Work Type(s) \$_____

**LIST THE TOTAL OF ALL UNEARNED WORK SUBLET AND APPROVED TO
SUBCONTRACTORS ON INDOT CONTRACTS IN THE PREQUALIFICATION WORK
TYPE(S) ASSIGNED TO THIS CONTRACT AND USED FOR BIDDING CAPACITY BY
THE PROPOSER**

Contract Number	Subcontractor	Work Type(s)	Value of Unearned Work

Total of all Unearned Work Sublet by Work Type(s) \$_____

**LIST ALL LOW BIDS SUBMITTED, OPENED, AND PENDING AWARD WITH AN
OWNER OR OTHER PARTY**

Contract Number	Subcontractor	Work Type(s)	Value of Unearned Work

(This Item Does Not Affect Bidding Capacity)

Total of Bids Pending Award \$ _____

I hereby certify that to the best of my knowledge and belief, the above tabulations are true and complete and that my latest financial statement on file with the Indiana Department of Transportation continues to represent fairly and substantially my financial position as of this date.

Proposer _____ (Printed OR Typed)

Signature _____

Title _____

Date _____

EXHIBIT A
SOQ SUBMITTAL OUTLINE

SOQ Component	Form (if any)	RFQ Section Cross-Reference
VOLUME 1 – <i>Submit 1 original and 5 copies of Volume 1</i>		
1. General		
(a) Transmittal Letter	Form A	<u>Part B, Volume 1, General, (a)</u>
(b) Executive Summary (not to exceed 5 pages)	--	<u>Part B, Volume 1, General, (b)</u>
(c) Confidential Contents Index	--	<u>Part B, Volume 1, General, (c)</u>
2. Proposer and Team Structure and Experience		
(a) Proposer	--	<u>Part B, Volume 1, Section 2.1</u>
(b) Equity Members	--	<u>Part B, Volume 1, Section 2.2</u>
(c) Major Participants and Other Team Members	--	<u>Part B, Volume 1, Section 2.3</u>
(d) Proposer and Team Structure	--	<u>Part B, Volume 1, Section 2.4</u>
(e) Relevant Experience	Form E	<u>Part B, Volume 1, Section 2.5</u>
(f) Form B-1, Organizational Charts and Key Personnel Resume's	Form B-1	<u>Part B, Volume 1, Section 2.6</u>
(g) Legal Information		
(i) Legal Issues	--	<u>Part B, Volume 1, Section 2.7.1</u>

SOQ Component	Form (if any)	RFQ Section Cross-Reference
(ii) Legal Liabilities	--	<u>Part B, Volume 1, Section 2.7.2</u>
(iii) Legal Proceedings	--	<u>Part B, Volume 1, Section 2.7.3</u>
3. Approach to Project	--	<u>Part B, Volume 1, Section 3</u>
4. Additional Materials		
(a) Information Regarding Proposer, Equity Members, Major Participants and Financially Responsible Parties	Form B-2 and Form C	<u>Part B, Volume 1, Section 4.1.1</u>
(b) Certificate of Qualification Materials	--	<u>Part B, Volume 1, Section 4.1.2</u>
(c) Entities Prequalified for Specific Work Types	Form D	<u>Part B, Volume 1, Section 4.1.3</u>
(d) INDOT Form CR-3 (adapted)	Form F	<u>Part B, Volume 1, Section 4.1.4</u>
VOLUME 2 – Submit 1 original and 5 copies of Volume 2		
1. Financial Information		
A. Financial Statements	--	<u>Part B, Volume 2, Section A</u>
B. Material Changes in Financial Condition	--	<u>Part B, Volume 2, Section B</u>
C. Financially Responsible Party Letter of Support	--	<u>Part B, Volume 2, Section C</u>
D. Off-Balance Sheet Liabilities	--	<u>Part B, Volume 2, Section D</u>
E. Surety Letter	--	<u>Part B, Volume 2, Section E</u>